

DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

Wug

IN REPLY REFER TO: -DD-964

Ser: 413-2905 22 July 1987

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle From:

Northwest Marine Iron Works, 5555 N. Channel Ave., Portland, OR 97217-7698 To:

JOB ORDER EH29 USS PAUL F. FOSTER (DD-964) SUBSTITUTION OF PERSONNEL Sub.i:

Ref: (a) RFP Special Provision Contract Requirements Clause H-6 Substitution of Personnel

(b) Section J List of Attachments Technical Proposal Factor A Exhibit A.10.A Organization Chart

- Reference (a) required the Contractor to notify the Government of any substitution of Key Management Personnel.
- Reference (b) indicates the Key Management Personnel assigned to this Contract.
- The Government is aware of some internal Key Management Personnel Changes. 3.
- Request the Contractor provide an updated Organization Chart and indicate the extent of authority and their monetary limitations, if any.

By direction

Reg(a) deleted by Amendment 6

AMENDMENT	OF SOLICITA ON	/MODIFICATION	OF CONTRACT	1. Ċ	ONTRACTIO	CODE	PAGE O	F PAGES
2. AMENDMENT/MODI	FICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURC	HAS	E REQ. NO.	S. PROJEC	T NO. (If ap	
	I9	87JUL16				<u> </u>		
6. ISSUED BY	CODE	L	7. ADMINISTERED BY	(11 0	ther than I tem :	COD	E	
SUPERVISOR AND REPAIR,	OF SHIPBUILDING,	CONVERSION,						
	NSHINGTON 98115-	5003				1.5		
	S OF CONTRACTOR (No.		7/P Code)	1 44	TOA. AMENDA	ENT OF SO	DICITATIO	N NO
J. NAME AND ADDRES	or contractor (ive.		(004)	(V)			2.0	
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	ARINE IRON WORKS				10A. MODIFI NO.	CATION OF	CONTRAC	T/ORDER
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TORTLAND, U	N 9/21/			,	10B. DATED		13)	
CODE		FACILITY CODE		<u> </u>	L	AR1.5	·-· · · · · · · · · · · · · · · · · · ·	
	11. THIS ITE	MONLY APPLIES TO	AMENDMENTS OF SC	LIC	ITATIONS			
The above numbered tended.	d solicitation is amended as	set forth in Item 14. The h	our and date specified for	recei	pt of Offers L	is exten	ded, L.J	is not ex-
MENT TO BE RECEIVE IN REJECTION OF YOU etter, provided each tele	arate letter or telegram whi DATTHE PLACE DESIGN UR OFFER. If by virtue o gram or letter makes referer	NATED FOR THE RECEIF f this amendment you desing the to the solicitation and t	TOF OFFERS PRIOR TO re to change an offer alread	HT C	E HOUR AND bmitted, such c	DATE SPE(hange may l	CIFIED MAY be made by t	r RESULT elegram or
•	APPROPRIATION DATA		55 5	_				
B 1721804.702A	000 62799 2		55P PP2RQ000480			75,655.	00)	
<u> </u>	IT MOD	EM APPLIES ONLY TO MODI IFIES THE CONTRACT/ORD	R NO. AS DESCRIBED IN IT	EM 1	4			
A. THIS CHANGE	ORDER IS ISSUED PURSU NO. IN ITEM 10A.	JANT TO: (Specify author	rity) THE CHANGES SET	FOR	TH IN ITEM 1	4 ARE MAI	DE IN THE C	:0N-
B. THE ABOVE NU	JMBERED CONTRACT/OF	RDER IS MODIFIED TO R	EFLECT THE ADMINIST HE AUTHORITY OF FAR	RAT	IVE CHANGE	5 (such as ci	anges in Pay	ing office
C. THIS SUPPLEM	ENTAL AGREEMENT IS E	NTERED INTO PURSUA	NT TO AUTHORITY OF:	_				
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4, DESCRIPTION OF A	MENDMENT/MODIFICAT	USS WILSON		olicl	tation/contract	subject mal	ter-where fed	uible.)
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xcept as provided herein nd effect.	i, all terms and conditions o	f the document referenced	in Item 9A or 10A, as here	tofo	re changed, ren	ialns unchai	nged and in f	ull force
5A, NAME AND TITLE	OF SIGNER (Type or prin	()	16A, NAME AND TITLE				R (Type or p	rint)
W11114m H / 2	/	ident	\mathbf{K}_{0} \mathbf{R}_{0} \mathbf{R}_{0}	VIC	PRRISC	N		
158. CONTRACTORIOS	H land	15C. DATE SIGNED	BY C		Kron	~	, ·	E SIGNED
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NSN 7540-01-152-8070	//	an.	105		ST.	ANDARD F	ORM 30 (RE	: V

AMENDMENT/MODIFICATION CONTINUATION SHEET (SF30)

AMENDMENT/MODIFICATION NUMBER		Page <u>2</u> of <u>2</u>
SOLICITATION/CONTRACT NUMBER NOO024-82-C-8503	·	
NAME OF SHIP USS WILSON (DDG-7)		
BLOCK 14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Continued)	

NOW, THEREFORE, the parties agree that the total final adjusted contract price is \$48,525,257, and excess funds in the amount of \$75,655 are hereby deobligated.

		,				
AMENDMENT OF SOLICITATION	N/MODIFICATION	OF CONTRACT U		ONTRACT ID	CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURG	HAS	E REQ. NO.	5. PROJECT	NO. (If applicable)
	87JUL16				<u> </u>	·
6. ISSUED BY CODE	<u> </u>	7. ADMINISTERED BY	(If of	her than Item	6) CODE	L
SUPERVISOR OF SHIPBUILDING AND REPAIR, USN SEATTLE, WASHINGTON 98115-						:
8. NAME AND ADDRESS OF CONTRACTOR (No.	, street, county, State and	ZIP Code)	(J)	9A. AMENDA	MENT OF SOI	LICITATION NO.
			**			
•				9B. DATED (S	SEE ITEM 11)
NORTHWEST MARINE IRON WORKS		•		10A, MODIFI	CATION OF	CONTRACT/ORDER
5555 N. CHANNEL AVENUE, BLD	G. 2		,,,	NOO	024 02 0	0502
PORTLAND, OR 97217			XX	NUU 10B. DATED	024-82-C	
0005	FACILITY CODE				AR15	3)
CODE 11 THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF SO		<u> </u>		
II. INISTE	MUNLT AFFLIES TO	AMENDMENTS, OF SC	JLIC	ITATIONS	<u> </u>	
The above numbered solicitation is amended as tended.	set forth in Item 14. The h	our and date specified for	recei	ot of Offers L	is extende	is not exeالله
(a) By completing Items 8 and 15, and returning	ich includes a reference to NATED FOR THE RECEIF If this amendment you desi	the solicitation and amenda TOF OFFERS PRIOR TO re to change an offer alread	ment O THI dv sub	numbers, FAIL E HOUR AND omitted, such c	LURE OF YO DATE SPECI hange may be	UR ACKNOWLEDG- FIED MAY RESULT made by telegram or
12. ACCOUNTING AND APPROPRIATION DATA						· · · · · · · · · · · · · · · · · · ·
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	IFIES THE CONTRACT/ORDI				• • • • • • • • • • • • • • • • • • • •	
A. THIS CHANGE ORDER IS ISSUED PURS	UANT TO: (Specify author	rity) THE CHANGES SET	FOR	TH IN ITEM 1	4 ARE MADI	E IN THE CON.
B. THE ABOVE NUMBERED CONTRACT/O appropriation date, etc.) SET FORTH IN IT	RDER IS MODIFIED TO R EM 14, PURSUANT TO T	EFLECT THE ADMINIST HE AUTHORITY OF FAR	RAT 2 43.1	IVE CHANGE 03(b).	S (such as cha	inges in paying office,
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUA	NT TO AUTHORITY OF:				
The Changes Clause D. OTHER (Specify type of modification and	authority)			<u> </u>		
•	X is required to sign th			-		•
14. DESCRIPTION OF AMENDMENT/MODIFICA	TION (Organized by UCF at USS WILSON		olicit	ation/contract	subject matte	er where feasible.)
The purpose of this modificat bring the final obligated cont					e and to	
WHEREAS, the Contractor has con	mpletely fulfill	ed its obligatio	n u	nder the	subject	
contract, and			•			
WHEREAS, the total allowable, a			ted	cost of	perform	ing
the contract has been determine	ed to be \$48,525	,257.00.				
Except as provided herein, all terms and conditions cand effect.						
15A. NAME AND TITLE OF SIGNER (Type or prin	10)	16A. NAME AND TITLE	OF	CONTRACTIN	G OFFICER	(Type or print)
William/H/ Zavin II - Pres	ident					
15B. COMPRACTORIOFFERDA	15C. DATE SIGNED 7/21/87	BY		····		16C. DATE SIGNED
(Signature of) (Signature of) (Signature of)		(Signature o	of Co	tracting Office	· · · · · · · · · · · · · · · · · · ·	<u> </u>
NSN 7540-01-152-8070	30-	105		STA	ANDARD FO	RM 30 (REV. 10-83)

AMENDMENT/MODIFICATION CONTINUATION SHEET (SF30)

AMENDMENT/MODIFICATION NUMBER		Page	2	of .	2
SOLICITATION/CONTRACT NUMBER N00024-82-C-8503 NAME OF SHIP USS WILSON (DDG-7)					
BLOCK 14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Continued)	-			

NOW, THEREFORE, the parties agree that the total final adjusted contract price is \$48,525,257, and excess funds in the amount of \$75,655 are hereby deobligated.

Copy to:

mcmury Poissot su

DEPARTMENT OF THE NAVY

MAY 18 1837

RECEINER

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

5500/DD-964 Ser 190-1882 15 May 87

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle, WA

To.

Northwest Marine Iron Works, 5555 N. Channel Ave., Bldg. 2, Portland, OR

Subj:

CONTRACT N00024-85-H-8197 JOB ORDER EH-29

Ref:

(a) Your Procedure for Physical Security of Ships, Craft, and Barges

(b) Your ltr, Serial 3200-007 of 23 Apr 87

(c) NAVSEA Standard Item 009-72

1. Reference (a), submitted under cover of reference (b), has been reviewed against the requirements of reference (c) and is found acceptable.

2. Your attention is invited to the fact that the subject line of reference (b) gives 9197 as the last four digits of the Master Ship Repair Agreement number. The correct number is as above.

3. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or current negotiated price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which equitable adjustment is in order, you are to immediately advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

By direction



DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND WASHINGTON DC 20362-5101



4720 OPR: 314C Ser 314/258 6 May 87

From: Commander, Naval Sea Systems Command

SPRUANCE (DD 963) CLASS LESSONS LEARNED CONFERENCE Subj:

(1) SPRUANCE Class Lessons Learned Hotel Information Encl: (2) DD 963 Class Lessons Learned Conference Agenda

The next DD 963 Class Lessons Learned Conference will convene 1. at the Advanced Technology, Inc. 2121 Crystal Drive, Suite 200 (Auditorium) Arlington, Va. on July 29 through 31, 1987.

- A block of 50 special rate rooms has been retained under the title "NAVSEA Lessons Learned" at the Howard Johnson, Crystal City-Airport Hotel for use by all conference participants on a first-call-first served basis. Specific information concerning room availability and reservations is contained in enclosure (1).
- The proposed agenda for the July Lessons Learned Conference is forwarded herewith as enclosure (2).

Distribution: CNO (OP 321) COMSPAWARSYSCOM (Code 003-31) COMNAVSURFPAC (N4323) COMNAVSUREFLANT (N4123)

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SPRUANCE (DD863) CLASS OVERHAUL LESSONS LEARNED CONFERENCE

Subj:

FT43

SWOSCOLCOM (Code 64)

Subj: SPRUANCE (DD963) CLASS OVERHAUL LESSONS LEARNED CONFERENCE

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SEA 06D211
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PMS 314, 314B, 314C, CE, C3, C4,
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UNISYS (Westby)
ATI (Dowdy and Graham)
Stellar (Jordan)
ISA (Leightley and Remington)
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SPRUANCE CLASS LESSONS LEARNED CONFERENCE HOTEL INFORMATION

DATES:

28-31 July 1987

LOCATIONS:

Howard Johnson's Crystal City-Airport

2650 Jefferson Davis Highway

Arlington, Va 22202

SPECIAL

ROOM RATES: \$65/night (single)1

\$75/night (double) 1

CUTOFF

DATE:

28 June 1987 ²

POC:

Ms. Jennifer J. Crawford

PHONE:

(703) 684-7200

REMARKS:

The hotel is located in Crystal City approximately 2 minutes from the airport. The hotel offers free airport courtesy limounsine service to and from

National Airport.

Enclosure (1)

¹ Plus 9.5% tax

² After 28 June, unused rooms will revert back to general use.

PMS 314 SPRUANCE (DD 963) CLASS OVERHAUL LESSONS LEARNED CONFEREMCE AGENDA

	Day 1 Wednesday, 29 July
0800-0815 .	Introduction
0815-0930	Discuss SHIPALTs DD 963-16K (CIWS) and DD 963-37K
0930-0945	Break
0945-1100	Continue discussion of SHIPALTs DD 963-16K and DD 963-37K and discuss other Combat System SHIPALT problems
1100-1200	Warfighting Improvement Plan Engineering (SEA 503)
1200-1300	Lunch
1300-1400	Lessons Learned for USS SPRUANCE ROH (SUPSHIP PASC/ISD)
1400-1500	Discuss new Combat System SHIPALT and Repair problems
1500-1515	Break
1515-1600	Discuss current and new Communication SHIPALT/ Repair problems
_	Day 2, Thursday, 30 July
0800-0945	Discuss current HM&E SHIPALT problems
0945-1000	Break
1000-1130	Continue discussion of current HM&E SHIPALT problems
1130-1230	Lunch
1230-1330	Discuss new HM&E SHIPALT problems
1330-1500	Discuss HM&E Repair problems
1500-1515	Break

Day 3, Friday, 31 July

Enclosure (1)

0800-1000

Continue discussion of HM&E Repair Problems. Discuss new HM&E Repair problems.

1000

Closing remarks

1000-1115*

DD 963/DDG 993 NAVSEA/TYCOM "D" SHIPALT Review

1115-1200

Lunch

1200-1500*

DD 964/DD 965/DD 966/DD 967 OMT Meeting

Limited Attendance

Enclosure (1)



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

MAR - 9 1987
N.W. MI. WKS

4330 Ser 460-773 04 March 1987

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: No

Northwest Marine Iron Works, Portland, Oregon

Subj:

MASTER SHIP REPAIR (MSR) AGREEMENT AND AGREEMENT FOR BOAT REPAIR (ABR) SURVEY TEAM SURVEY OF NORTHWEST MARINE IRON WORKS, PORTLAND, OREGON FOR

DETERMINATION OF CERTIFICATION

Ref:

(a) NAVSEA msg R272204Z FEB 87

1. In accordance with reference (a), the West Coast MSR and ABR Survey Team is scheduled to survey Northwest Marine Iron Works, Portland, Oregon on 23 March 1987. The Survey Team will review the following areas:

- a. Management and Administrative Functions
- b. Material
- c. Production and Technical Capability
- d. Facilities
- e. Quality Assurance
- f. Safety
- g. Security

It is requested that the MSR/ABR Survey Team have access to the people responsible to the aforementioned areas. The MSR Survey Team will assemble on site 1300, 23 March 1987.

- 2. It is also requested that the Survey Team be supplied the following information:
 - a. Current Standard Forms 12 and 129
 - b. Certificates of Insurance
 - c. Organization Charts
 - d. Key Personnel Resumes
- 3. This Command has requested a Defense Contract Audit Agency (DCAA) audit of Northwest Marine Iron Works, Portland, Oregon accounting systems and financial capability in conjunction with the MSR/ABR Survey Team survey.

Subj: MASTER SHIP REPAIR (MSR) AGREEMENT AND AGREEMENT FOR BOAT REPAIR (ABR)
SURVEY TEAM SURVEY OF NORTHWEST MARINE IRON WORKS, PORTLAND, OREGON FOR
DETERMINATION OF CERTIFICATION

4. If there are any questions arising for the MSR/ABR Survey Team visit, please contact E. W. King, Code 460, telephone 526-3400.

E. W. KING By direction





SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 981 15-5003

DDG-7 Ser 410-295 16 January 1987

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Northwest Marine Iron Works, Portland, Oregon

Subj: CONTRACT NOO0024-82-C-8503 OVERHAUL OF USS HENRY B. WILSON (DDG-7),

CLAIM FOR OVERPAYMENT

Ref: (a) PHONCON NORTHWEST MARINE IRON WORKS PORTLAND, GEORGE TUCKEY/SUPSHIP

SEATTLE (Code 410) R. R. MORRISON of 16 Dec 1986

Encl: (1) Cost Summary USS HENRY B. WILSON (DDG-7) ROH

1. By reference (a), the Contractor was advised of the intent of the Contracting Officer to assert a claim for overpayment made to the Contractor in connection with the subject contract. Such overpayment is determined to be in the amount of \$734,978. Enclosure (1) summarizes the computation establishing how the overpayment amount was determined.

- 2. The Contracting Officer has determined that the above sum will be secured by off-set from monies due the Contractor under Contract NO0024-85-C-8523, over haul of USS CUSHING (DD-986). In determining this amount of overpayment, the Contracting Officer adopts in full the audit determination of the Defense Contracting Auditing Agency, as expressed in Audit Report 7261-3P160036-001 of 26 June 1986 and Supplement 1 thereto of 30 September 1986.
- 3. This is the final decision of the Contracting Officer. You may appeal this decision to the Board of Contract Appeals. If you decide to appeal, you must, within 90 days from the date you receive this decision, mail or otherwise furnish written notice to the Board of Contract Appeals and provide a copy to the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, reference this decision, and identify the contract by number. Instead of appealing to the Board of Contract Appeals, you may bring an action directly in the U. S. Claims Court (Except as provided in the Contract Disputes Act of 1978, 41 U.S.C. 603, regarding Maritime Contracts) within 12 months of the date you receive this decision. If you appeal to the Board of Contract Appeals, you may, solely at your election, proceed under the Board's small claims procedure for claims of \$10,000 or less or its accelerated procedure for claims of \$50,000 or less.

R. R. MORRISON

Contracting Officer

E. C. Mrim

Copy to: (w/ encl)

COMNAVSEASYSCOM (SEA 001, 028, 00L)

Litigation Division (OGC)

NAVCOMPT

Dist. 1-21-87

COST SUMMARY USS HENRY B. WILSON (DDG-7)

Contractor Costs Claimed	\$47,363,000
Fixed Fee	2,099,000
Total	\$49,462,000
Audit Determined Contract Cost	\$46,428,000
Fixed Fee	2,097,257
Total Cost as Determined by Audit	\$48,525,257
Amount Paid Contractor through Invoice #36	\$49,260,235
Contract Overpayment	\$ 734,978





SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN SEATTLE, WASHINGTON 981 15-5003

9091 Ser 330-141 0 8 JAN 1987

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Northwest Marine Iron Works 5555 N Channel Ave Bldg 2

Portland, OR 97217

Subj: ULTRASONIC INSPECTION OF WELDS

Ref: (a) NAVSEA 0900-LP-006-3010, Ultrasonic Inspection Procedure and Acceptance Standards for Production and Repair Welds

(b) MIL-STD-271E (Ships) Nondestructive Tesing Requirements for Metals

- 1. This is to advise you it has come to the attention of NAVSEA that some contractors under the cognizance of Supervisors of Shipbuilding may be performing ultrasonic inspection of welded joints in materials less than one half inch in thickness. References (a) and (b) provide requirements for plate thickness of one half inch and greater, therefore, the inspection of welded joints in materials less than one half inch in thickness is considered a special application. Since such inspections are considered to be special applications the applicable procedures must be reviewed by NAVSEA.
- 2. This is applicable to future contracts not present contracts.
- 3. It will be requested by the Supervisor for future US Navy contracts acquired by your firm that ultrasonic weld inspection procedures be submitted or made available to the Supervisor as required by each individual contract. Those procedures submitted for inspection of welds in materials of less than one half inch thick will be passed on to NAVSEA for review and acceptance. Those procedures submitted for inspection of welds in materials one half inch thick and above will be reviewed for acceptance by SUPSHIP Seattle, only, for materials one half inch thick and above.
- 4. It will be the responsibility of each prime contractor to assure that subcontractors' ultrasonic weld inspection procedures are within contractual compliance and are submitted or made available to the Supervisor as required by each individual contract.
- 5. Proof of adequacy for each ultrasonic weld inspection procedure shall be made by demonstrating the detection of known discontinuities as required in references (a) and (b), when invoked by contract.
- 6. Notification of receipt of this letter and your comments in the event your firm is presently using ultrasonic procedures to inspect welds in base metals less than one half inch thick would be appreciated. Thank you.

CC: Rick Taylor mc Cauley Ecklehold Subj: ULTRASONIC INSPECTION OF WELDS

7. Send reply to:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle Attn: Code 330 7500 Sand Point Way Seattle, Wa 98115-5003

B. J. HAND By direction



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN
NAVAL STATION, BOX 119
SAN DIEGO, CALIFORNIA 92136

4330REPLY REFER TO: Ser 4501B/**5360 17NOV** 1987

Northwest Marine Iron Works 2516 N. W. 29th Avenue Portland, OR 97208

Gentlemen:

On or about February 1, 1988, the Supervisor of Shipbuilding, Conversion and Repair, USN, San Diego, plans to issue Solicitation N62791-88-R-0034 for the Regular Overhaul (ROH) of USS OKINAWA (LPH-3). Work includes underwater hull preservation, sea valve repairs, extensive boiler repairs, AFFF SHIPALTS and drydocking. The area of competition is limited to West Coast Wide (CONUS).

Work is to be performed at contractor's facility. Contractors must have drydock capabilities to accommodate the ship. The following information is pertinent:

Overall Length 592 Feet
Maximum Breadth 84 Feet
Full Load Displacement 18,500 Tons

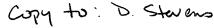
If your firm is interested in submitting a bid on this solicitation, notify this office, in writing, no later than December 18, 1987, to allow sufficient time for specifications, plans, and drawings to be ordered for all firms on the mailing list. Address responses to Procurement Division (Code 4501B) at the above address.

Sufficient copies of all solicitation documents will be provided only to those firms who respond by the specified date. Any firm requesting to be placed on the mailing list after December 18, 1987, risks a short bid preparation period due to the time required for duplication and mailing of the solicitation documents.

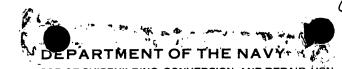
Sincereav.

D. H. GIFFIN

Captain, SC, US Navy Contracting Officer







SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

DD-985/086 Ser 242.54-7273 **31 OCT 1986**

From:

Supervisor of Shipbuilding, Conversion and Repair, USN, Seattle

To:

Northwest Marine Iron Works, Portland

Attn: D. Stevens

Subj:

APPROVAL OF PUBLICATION APPLICABILITY LIST (PAL), (ADDS & DELETES),

CONTRACT N00024-85-C-8523 (USS CUSHING, DD-985)

Ref:

(a) NWMI ltr, Serial 7001-506 dtd 1 Jul 86

(b) CDRL (DD-1423) Item A009 (PAL)

1. Reference (a) resubmitted subject PAL for approval action in compliance with reference (b).

2. The subject PAL has been reviewed and is approved for content.

3. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or pirce or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

A.K. WELD
By direction

N. 1986



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

IN REPLY REFER TO SSRAC 4710 Ser 614-7097 17 Oct 1986

From: Supervisor of Shipbuilding, Conversion and Repair, USN, Seattle, WA

To:

Distribution

PROMULGATION OF CHANGES TO FY-87 NAVSEA STANDARD ITEMS

Ref: (a) SUPSHIP Seattle 1tr 4710 Ser 612-4508 of 21 May 86

Encl: (1) FY-87 Standard Items Revision Cover Sheet dated 13 Jun 86

(2) FY-87 Standard Items Numerical Index

(3) Standard Item 009-07, Fire Prevention and Housekeeping dated 13 Jun 86

(4) Standard Item 009-73, Shipboard Electric Cable, dated 13 Jun 86

(5) Revised Schedule of FY-87 NAVSEA Standard Items Reports/Procedures Required dated 13 Jun 86

1. Enclosures (1) through (5) are Change One to the FY-87 NAVSEA Standard Items which were promulgated by reference (a).

- 2. These enclosures are provided for use with solicitations issued after the date of this letter. The Standard Items will not be issued with solicitations. Only those Standard Items invoked by the solicitation are applicable to a Job Order.
- 3. The change provided as enclosures (1) through (5) is not applicable to current Job Orders and should not be incorporated unless formally requested by the Supervisor and issued by a contract amendment/modification.

Should you have any recommendations for improvement or questions with regard to NAVSEA Standard Items, please phone SUPSHIP Seattle Standard Specification coordinator Mr. Dan Mauch at (206)526-3221.

> R. R. MORRISON Contracting Officer

Distribution

AK-WA Incorporated, Tacoma, WA

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Lockport, Portland, OR

Marine Construction & Design Co., Seattle, WA

Marine Power & Equipment Co., Seattle, WA

Northwest Marine Iron Works, Portland, OR

Tacoma Boatbuilding Co., Tacoma, WA

LIST OF REVISIONS TO NAVSEA STANDARD ITEMS FISCAL YEAR 1987

13 June 1986

CHANGE/DATE	ITEM NO.	TITLE	,	PAGE CHANGED
13 Jun 1986		Standard Item Numerical	l Index	ALL PAGES
13 Jun 1986	009-07	Fire Prevention and Homaccomplish	usekeeping;	ALL PAGES
13 Jun 1986	009-73	Shipboard Electrical Corelocate, repair, and	•	NEW SI
13 Jun 1986		Schedule of FY 1987 NAV		ALL PAGES

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06/13/86

FY 1987

ITEM NO.	TITLE	UTILIZATION CATEGORY	<u>DATE</u>
009-01	General Criteria; accomplish	ī	08 NOV 1985
0 09–02	Contractor Furnished Material Inspection, Identification, and Control; accomplish	I	08 NOV 1985
009-03	Inspection System; provide	ı ı	08 NOV 198 5
009-04	Inspection System; provide	I	08 NOV 1985
009-05	Temporary Access Cuts and Closure Plates; provide	II	08 NOV 198 5
009-06	Contamination Prevention During Abrasive Blasting; accomplish	II	24 JUN 1983
009-07	Fire Prevention and Housekeeping; accomplish	Ţ	13 JUN 1986
009-08	Fire Protection at Contractor's Facility; accomplish	I .	08 NOV 1985
009-09	Process Control Procedure; provide and accomplish	II	08 NOV 1985
009-10	Control of Shipboard Thermal Insulating Material; accomplish	I	08 NOV 1985
009-11	Insulation and Lagging Requirements; accomplish	II	08 NOV 1985
009-12	Welding, Fabrication, and Inspection Requirements; accomplish	İI	08 NOV 1985
009-13	Meters; repair and calibrate	II	08 NOV 1985
009-14	Gages and Thermometers; repair and calibrate	II	08 NOV 1985
009-15	Rotating Machinery; balance	II	08 NOV 1985
009-16	Electronic Equipment; inspect, repair, and test	II	08 NOV 1985

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CH-1

FY 1987

ITEM NO.	TITLE	UTILIZATION CATEGORY	DATE
009-17	Rotating Electrical Equipment; repair	II	08 NOV 1985
009-18	Magnetic Material; control	I	15 JUN 1984
009-19	Cancelled 18 September 1981		
009-20	Government Property; control	I	08 NOV 1985
009-21	Nameplate and Technical Data; provide	I	08 N OV 1985
009-22	Shipboard Electric Cable; test	II	08 NOV 1985
009-23	Interferences; remove and install	II	08 NOV 1985
009-24	Isolation, Blanking, and Tagging Requirements; accomplish	I	08 NOV 1985
009-25	Structural Boundary Tests; accomplish	II ·	08 NOV 1985
009-26	Teletype Equipment; inspect, repair and test	II	15 JUN 1984
009-27	Material Identification and Control (MI for Piping Systems; accomplish	C) II	08 NOV 1985
009-28	Metal Sprayed Coating System for Corrosion Protection; accomplish	II	08 NOV 1985
009-29	Asbestos-Free Pipe Hanger Liner Material; install	I	15 JUN 1984
009-30	Boiler Sample Tubes; inspect	II	15 JUN 1984
009-31	Boiler Water Jet Cleaning; accomplish	II	08 NOV 1985
009-32	Cleaning and Painting Requirements; accomplish	II	08 NOV 1985
009-33	Rotating Electrical Equipment; rewind	II	08 NOV 1985

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. FY 1987

ITEM NO.	TITLE	UTILIZATION CATEGORY	DATE
009-34	Fire Protection of Unmanned Craft at Contractor's Facility; provide	I	08 N OV 19 85
009-35	Cancelled 18 September 1981		
009-36	Controller; repair	II	08 NOV 1985
009-37	General Procedures for Woodwork; accomplish	II	08 N OV 19 85
009-38	Boiler Dry Lay-up; accomplish	II	08 NOV 1985
009-39	Technical Manual Contract Requirement (TMCR) for New Technical Manuals for Commercial Equipment/Component; provide	II	15 JUN 1984
009-40	Technical Manual Contract Requirement (TMCR) for a Functionally Oriented Maintenance Manual (FOMM); provide	II	15 JUN 1984
009-41	Technical Manual Contract Requirement (TMCR) for a Topically Structured Manual; provide	II .	15 JUN 1984
009-42	Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals; provide	II	15 JUN 1984
009-43	Light-Off Examination (LOE) Support for Steam Propulsion System; provide	II	15 JUN 1984
009-44	Light-Off Examination (LOE) Support for Gas Turbine Propulsion System; provide		15 JUN 1984
009-45	Plug Valve; shop repair and test	TI CONTRACTOR	08 NOV 1985
009-46	Butterfly Valve Resilient and Metal Seated; shop repair and test	II	15 JUN 1984
009-47	Gate Valve; shop repair and test	II	08 NOV 1985

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CH-1

FY 1987

ITEM NO.	TITLE	UTILIZATIONCATEGORY_	DATE
009-48	Pressure Seal Bonnet Valve; shop repair and test	II	08 NOV 1985
009-49	Pressure Seal Bonnet Valve; in line repair	11	08 NOV 1985
009-50	Horizontal Swing Check Valve; shop repair and test	II	08 NOV 1985
009-51	Globe, Globe Angle and Globe Stop Check Valves; shop repair and test	k II	08 NOV 1985
009-52	Relief Valve; shop repair and test	II	08 NOV 1985
009-53	Bolted Bonnet Steam Valve; shop repair and test	II	08 NOV 1985
009-54	Bolted Bonnet Steam Valve; in line repair	II	08 NOV 1985
009-55	Regulating/Reducing Valve; shop repair and test	II	08 NOV 1985
009-56	Boiler Wet Lay-up; accomplish	II	08 NOV 1985
009-57	Schedule of Milestones and Key Events; Production Scheduling, Progressing, Material Status, Subcontractor Identic cation and Associated Reports; provide	· All	08 NOV 1985
009-58	Cancelled 18 September 1981		
009-59	Cancelled 18 September 1981		
009-60	Schedule of Milestones and Key Events; Production and Network Scheduling, Progressing, Material Status, Subcon- tractor Identification and Associated Reports; provide	II	08 NOV 1985

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FY 1987

ITEM NO.	TITLE	UTILIZATION CATEGORY	DATE
009-61	Control of Shipboard Use of Fluoro- carbons; accomplish	I	08 NOV 1985
009-62	Boiler Handhole and Manhole Seats and Plates; inspect	II	08 NOV 1985
009-63	Lubricating Oils and Hydraulic Fluids; analyze	II	08 NOV 1985
009-64	Synthetic Fire Resistant Hydraulic Fluid; control .	II	24 JUN 1983
009-65	Polychlorinated Biphenyls (PCB's); control	I	15 JUN 1984
009-66	Light-Off Examination (LOE) Support For Diesel Propulsion System; provide	II	15 JUN 1984
009-67	Master Ordnance Repair (MOR) Contractor; provide	II	01 SEP 1985
009-68	Bolted Bonnet Valve; in-line repair	II	15 JUN 1984
009-69	Heavy Weather Plan; provide	I	08 NOV 1985
009-70	Fire Prevention and Housekeeping for Unmanned Craft; accomplish	I	08 NOV 1985
009-71	Hydrostatic Test; accomplish	II	08 NOV 1985
009-72	Physical Security of Ships, Craft, and Barges at Private Contractor's Facility; accomplish	I	08 NOV 1985
009–73	Shipboard Electrical Cable; remove, relocate, repair, and install	I .	13 JUN 1986

NAVSEA STANDARD ITEM

FY 1987

ITEM NO:

009-07

DATE:

13 JUN 1986

CATEGORY:

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1. SCOPE:

1.1 Title: Fire Prevention and Housekeeping; accomplish

2. REFERENCES:

- a. Standard Items
- b. Occupational Safety and Health Administration (OSHA)29 CFR. Part 1915
- c. National Fire Protection Association Standard 51B
- d. National Fire Protection Association Standard 312
- e. National Fire Protection Association Standard 306

3. REQUIREMENTS:

- 3.1 Provide and implement a procedure for determining whether or not an explosive or other dangerous atmosphere exists in spaces aboard the ship, including sewage collection and holding tanks, and for controlling hot work and entry to spaces to preclude damage to the ship or injury to personnel. This procedure shall be provided to the SUPERVISOR prior to the start of hot work, shall meet the requirements of 2.b through 2.e and, in addition, shall provide for the following:
- 3.1.1 Designation of certified Marine Chemist(s) responsible for preparing certificates required by 2.b.
- 3.1.2 Forward copy of the Department of Labor Form OSHA 73, Designation of Competent Person, to the SUPERVISOR.
- 3.1.2.1 Additions or deletions of competent persons which are applicable to the ship shall also be forwarded to the SUPERVISOR no later than the effective date of change.
- 3.1.3 Posting of a copy of the Marine Chemist's certificate at a minimum of 2 locations on the ship. The SUPERVISOR will designate location.

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ITEM NO: 009-07 CH-1

- 3.1.4 Delineation of the responsibilities for prevention of fire described in 2.b through 2.e together with the assignment of each of those responsibilities to personnel under cognizance of the contractor and the specific procedures by which they will be carried out. Such procedures shall:
- 3.1.4.1 Describe the program for training fire watches in their duties as required by 2.b, including the proper use of fire extinguishing and other required safety equipment, inspection of immediate and surrounding areas before, during and after hot work, assigned station during actual hot work, relationship to personnel accomplishing hot work, the appropriate reporting procedure while assigned as a fire watch and the sounding of fire alarms.
- 3.1.4.2 Describe the duties and responsibilities of personnel accomplishing hot work with regard to fire prevention.
- 3.1.4.3 Describe the manner by which requirements for fire watches will be implemented.
- 3.1.5 The word "ship" as used in this Standard Item is synonymous with and has the same definition as the word "vessel" as defined in 2.b.
- 3.2 Provide a written notice for each job or separate area of hot work aboard ship.
- 3.2.1 The notice shall state a description of the work to be done, the specific location of the hot work and compartments adjacent to decks, bulkheads, and similar structures upon which hot work is to be accomplished, the time hot work will commence, and current gas-free status of the area, the absence or existence of combustible material in the vicinity of the operation, and if combustible material exists, the action taken to protect the material from fire, the provision and assignment of a fire watch, and affirmation that conditions at work site (ventilation, temporary lighting, accesses) permit the fire watch to observe all areas where the hot work constitutes a fire hazard. Where several workers are performing hot work at one site, the assigned fire watch for that site shall have a clear view and immediate access to each worker performing hot work.
- 3.2.2 The notice shall affirm that a suitable fully-charged fire extinguisher is available at the job site and provide for an inspection of the area 30 to 35 minutes after completion of the hot work or the cessation of hot work at the job site as the final action to complete the notice and release the fire watch from that job site if no further fire hazard exists.
- 3.2.3 The notice shall be signed by a supervisor specifically designated as responsible for coordination of hot work and fire watch requirement.

ITEM NO: <u>009-07</u>

- 3.2.4 The procedure for use of the notice shall include a provision for one copy of each notice to be delivered to the SUPERVISOR and one to the designated representative of the ship's Commanding Officer.
- 3.2.5 Delivery of the notice to the Commanding Officer shall precede the initiation of the actual hot work in order to permit the Commanding Officer to designate a member of the crew to observe the operation, if desired.
- 3.2.5.1 Notification of hot work planned Tuesday through Friday shall be delivered to the Commanding Officer at least 30 minutes and not more than 24 hours preceding start of work.
- 3.2.5.2 Notification of hot work planned over a weekend or Monday following that weekend shall be delivered to the Commanding Officer no later than 0900 on the Friday immediately preceding that weekend.
- 3.2.6 The notice shall be effective for 24 hours unless a shorter period is specified in the contract or the gas-free status of the work area or system required stopping the work. A new notice is required if work is interrupted due to loss of gas-free status.
- 3.3 Locate oxygen, acetylene, or gas supply manifold systems off the ship and have a shutoff valve to the gas supply located on the pier.
- 3.3.1 The shutoff valve shall be in addition to the master shutoff valve at the inlet to each portable outlet header required by 2.b.
- 3.3.2 When gas cylinders are required onboard ship, they shall be located on the weatherdecks. The number of in-use cylinders shall be limited to those which are required for work in progress and which have pressure regulators connected to the cylinder valves. Onboard reserve gas cylinders shall not exceed one-half the number of in-use cylinders and shall be located in a remote area of the weatherdecks.
- 3.3.3 When not in use, gas cylinders onboard shall have lines disconnected, protective cover (cap) in place, and shall be secured and in an upright position.
- 3.4 Use fire retardant material aboard ship for staging, screening, temporary covers or shelters.
- 3.4.1 Lumber, including plywood, shall be treated in accordance with MIL-L-19140, and in addition to the markings required by that military specification, shall be branded with the date of treatment.

TTEM NO: 009-07 CH-1

- 3.4.2 Storage of material aboard ship shall be limited to that which is required for work in progress. Material, including that stowed in bins that are placed and held temporarily on hangar decks, well decks or tank decks shall not exceed eight feet in height. A 20-foot wide lane shall be maintained the length of hangar decks to act as a fire break. Material shall occupy a deck space not to exceed 25 feet by 25 feet with adjacent 6-foot wide aisles on each side for ready hoseline access.
- 3.4.2.1 Crating and packing shall be removed prior to bringing the equipment or working material aboard ship, unless it may be damaged during handling, in which case the crating and packing shall be removed immediately after it is brought aboard.
 - 3.5 Accomplish temporary accesses requirements as follows:
- 3.5.1 Temporary access cuts may be made in fire zone boundaries provided they are equipped with fume-tight steel closures when installed. Boundary degradation by use of temporary access cuts or passage of service lines shall be permitted only upon granting of a written waiver by the SUPERVISOR, in conjunction with the ship's designated representative, for a limited time. Submit four legible copies of a record of boundary openings and their locations to the SUPERVISOR and one additional copy to the ship's designated representative. Resubmit boundary opening data when any changes, additions, or deletions of boundary openings occur.
 - 3.5.1.1 Accomplish the requirements of 009-05 of 2.a.
- 3.5.2 Ensure at least one unobstructed access on ships designed with three or less accesses to each main and auxiliary machine space and at least two unobstructed accesses on ships designed with four or more accesses to each main and auxiliary machinery space.
- 3.6 Accomplish a fire prevention and housekeeping inspection on a daily basis whenever work is in progress. The inspection shall be made jointly with the SUPERVISOR and the designated representative of the ship's Commanding Officer. A written report of the discrepancies and corrective action to be taken shall be prepared by the contractor and copies distributed to the SUPERVISOR and Commanding Officer of the ship within 4 hours after completion of the inspection.
 - 3.7 Determine fire zone boundaries as follows:
- 3.7.1 The SUPERVISOR, Ship's Force, and the contractor shall establish fire zone boundaries prior to start of production work.
- 3.7.1.1 Existing transverse watertight, airtight and fume-tight bulkheads shall be used as fire zone boundaries on ships built prior to the requirements for fire zones.

ITEM NO: 009-07 CH-1

- 3.7.1.2 For ships having fire zones by design, the designated bulkheads shall be used as fire zones.
- 3.7.2 Fire zone boundaries shall be continuous through the vertical extent of the ship, from the keel up to the highest weatherdeck, excluding the superstructure.
- 3.7.2.1 For ships that have established fire zone boundaries that run from keel up through the superstructure, the fire zone boundaries as depicted on the ship's damage control diagrams shall be observed.
- 3.7.2.2 On aircraft carriers, provide for closing of hangar division doors in case of fire in the event division doors being repaired by the contractor are mechanically inoperative. As a minimum, rig chain falls to manually close doors in the event of fire. Exceptions shall be permitted only upon execution of a written waiver approved by the SUPERVISOR.
- 3.7.3 Ships under 600 feet in length shall have a minimum of two fire zone boundaries. Ships 600 feet and over in length shall have a minimum of three fire zone boundaries.
- 3.7.4 Indicate each fire zone by installing a sign adjacent to each entrance.
- 3.7.5 Service lines shall not be run through fire zone boundaries unless quick disconnects are installed in temporary service lines at the opening, door or closure and the service line(s) can be secured within three minutes, and written authorization from the SUPERVISOR, in conjunction with the ship's designated representative, for the service line is made.
 - 3.8 Accomplish miscellaneous requirements as follows:
- 3.8.1 Trailers placed aboard the ship shall be equipped with an automatic or manual sprinkler system designed to provide 0.1 GPM per square foot of floor area and an audible alarm that will sound when sprinkler system is activated. Tool issue shacks or other walk-in enclosures placed aboard the ship shall be constructed of fire retardant material, provided with at least one fire extinguisher of appropriate size and class at each access. The enclosure shall be supported at least 10 inches above the deck.
- 3.8.1.1 Smoke alarms, approved by Underwriters Laboratory, shall be installed and audible outside the enclosures.
- 3.8.2 Temporary lights shall have three conductor cable, guard or shield, hook and lampholder. Exposed non-current-carrying metal parts of the fixture shall be grounded either through a third wire in the cable containing the current conductors, or through a separate wire which is grounded at the fixture's voltage source.

- 3.8.3 Flammable liquids with a minimum flash point of 100 degrees Fahrenheit or less, including degreasers, solvents, and fuels shall be kept in safety cans when not in actual use or when left unattended and limited to one day's supply for onboard storage.
- 3.8.4 Fueling of vehicles or transfer of fuel between containers shall be accomplished at designated sites on weather decks. Notify ship's Officer of the Deck prior to the fueling or transfer operation.
- 3.8.4.1 Provide a minimum of two dry chemical portable extinguishers, each with an Underwriters Laboratory rating of at least 60 BC at fueling site.
- 3.8.5 Rigging of hoses, welding leads, and temporary lights shall be kept clear of the decks on temporary trees or brackets and be arranged so as to minimize tripping and other safety hazards. Passageways shall be kept clear of obstructions.
- 3.9 The responsibilities of the employer in providing sufficient fire watches and suitable equipment are described in 2.b through 2.e. Sufficient fire watches and suitable equipment shall meet the following requirements, as a minimum:
- 3.9.1 Fire watches attending workers performing hot work shall be equipped with a fully-charged and operable fire extinguisher.
- 3.9.2 Where several workers are performing hot work at one site, the fire watch shall have a clear view of and immediate access to each worker performing hot work.
- 3.9.2.1 No more than four workers shall be attended by a single fire watch.
- 3.9.3 In cases in which hot material from hot work may involve more than one level, as in trunks and machinery spaces, a fire watch shall be stationed at each level unless positive means are available to prevent the spread or fall of hot material.
- 3.9.4 In cases where hot work is to be performed on a bulkhead or deck, combustible material shall be removed from the vicinity of the hot work on the opposite side of the bulkhead or deck and a fire watch shall be posted at each location.
- 3.9.4.1 If multiple blind compartments are involved in any hot work job, fire watches shall be posted simultaneously in each blind area.

TTEM NO: 009-07 CH-1

NAVSEA STANDARD ITEM

FY 1987

ITEM NO: DATE: CATEGORY

009-73 13 JUN 1986 I

1. SCOPE:

1.1 Title: Shipboard Electrical Cable; remove, relocate, repair, and install

2. REFEREMCE:

- a. Standard Items
- b. S9300-AW-EDG-010/EPISM, Electric Plant Installation Standard Methods
- c. 0967-LP-000-0110 EIMB
- d. MIL-STD-1310

3. REQUIREMENTS:

- 3.1 Identify, isolate, and remove each cable that is no longer necessary due to work required by the Job Order.
 - 3.1.1 Remove each cable in its entirety.
- 3.1.1.1 Blank each bulkhead, deck penetration, and multi-cable transit device from which cable was removed in accordance with Section 3 of 2.b.
- 3.1.1.2 Blank each hole not required to be used in equipment from which cable was removed.
- 3.1.1.3 Remove unused hangers from which cable was removed and grind areas smooth and flush in way of removals.
- 3.1.1.4 Install new banding for cableways affected by cable removals in accordance with Section 4 of 2.b.
- 3.1.2 Inspect cableways to ensure hangers are suitable for reuse and ensure cableways are in accordance with 2.b.

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- 3.1.2.1 Submit four legible copies of a report listing locations and quantities of hangers required to be replaced and portions of cableways to be modified to the SUPERVISOR.
- 3.2 Identify and isolate each cable to be mulled back due to work required by the Job Order.
- 3.2.1 Inspect each cable end to be disconnected for identification sleeving, including size, type, and legible lettering. Ensure lugs are secured to leads and are of correct size and type, and the insulation is not damaged.
- 3.2.1.1 Submit four legible copies of a report listing results of the requirements of 3.2.1 to the SUPERVISOR.
 - 3.2.2 Disconnect leads. Record and retain electrical hook-up data.
- 3.2.2.1 Accomplish the requirements of 009-22 of 2.a for disconnected cables.
- 3.2.3 Remove cable from equipment and pull-back to predetermined location. Coil cable and secure to prevent damage.
 - 3.2.4 Reinstall cable to equipment or component.
- 3.2.5 Band the cable in accordance with 2.b and 2.c. Bond and ground in accordance with 2.d.
- 3.2.5.1 Accomplish the requirements of 009-22 of 2.a upon completion of banding and prior to connecting.
 - 3.2.6 Reconnect leads using retained hook-up data.
- 3.2.6.1 Prepare cable ends and serve the lead bundles in accordance with 2.b and 2.c.
- 3.2.7 Install new cable identification tags in accordance with 2.b, using 2.c for guidance.
- 3.3 Identify and isolate each cable to be relocated/reused due to work required by the Job Order.
- 3.3.1 Inspect each cable end to be disconnected for correct identification sleeving, including size, type, and legible lettering in accordance with referenced drawings. Ensure lugs are secured to leads and are of correct size and type, and the insulation is not damaged.
- 3.3.1.1 Submit four legible copies of a report listing results of the requirements of 3.3.1 to the SUPERVISOR.

- 8
- 3.3.2 Disconnect leads. Record and retain electrical hook-up data.
- 3.3.2.1 Accomplish the requirements of 009-22 of 2.a for disconnected cables.
- 3.3.3 Remove cable from equipment and pull back to predetermined location. Coil cable and secure to prevent damage.
 - 3.3.4 Reinstall cable to equipment or component.
- 3.3.5 Band the cable in accordance with 2.b and 2.c. Bond and ground in accordance with 2.d.
- 3.3.5.1 Accomplish the requirements of 009-22 of 2.a upon completion of banding and prior to connecting.
- 3.3.6 Reconnect leads using referenced drawing and retained hook-up data.
- 3.3.6.1 Prepare cable ends and serve the lead bundles in accordance with 2.b and 2.c.
- 3.3.7 Install new cable identification tags in accordance with 2.b, using 2.c for guidance.
- 3.4 Identify, isolate, and splice cables in accordance with Section One, Group E, of 2.b, to support work required by the Job Order.
- 3.4.1 Accomplish the requirements of 009-22 of 2.a for the spliced cable.
 - 3.4.2 Accomplish the requirements of 3.2.5 and 3.2.5.1.
- 3.5 Identify, isolate, and repair cables in accordance with Section One, Group D, of 2.b, to support work required by the Job Order.
 - 3.5.1 Accomplish the requirements of 009-22 of 2.a.
 - 3.5.2 Accomplish the requirements of 3.2.5 and 3.2.5.1.
- 3.6 Install new cables, cableways, and penetrations in accordance with 2.b, 2.c, and referenced drawings of the Job Order.
- 3.6.1 New cable shall conform to MIL-C-24643 (Low Smoke) in lieu of MIL-C-915. Cables shall be installed in accordance with Sections One through 5 of 2.b.
- 3.6.2 Utilize existing cableways and penetrations wherever possible. Penetrations shall be correct size with one cable per penetration.

- 3
- 3.6.3 Accomplish the requirements of 009-22 of 2.a upon completion of banding.
- 3.6.4 Install new wire marker conforming to MIL-I-631, Type F, Grade A, Form U (white) of appropriate size marked by hot stamping (branding).
- 3.6.4.1 Mark in accordance with the referenced drawing and/or equipment technical manual.
- 3.6.5 Install new lugs of correct size and shape conforming to MIL-T-7928. Do not cut off strands of copper to reduce size of lead to fit lug. Use correct barrel size and hole size.
 - 3.6.6 Reconnect leads using referenced drawings.
- 3.7 Install new fasteners conforming to MIL-S-1222, Type One, Grade 304, stainless steel for areas exposed to weather and high moisture areas, and Type One, Grade 2 or 5, carbon steel, zinc plated for other areas.
- 3.8 Accomplish the requirements of 009-32 of 2.a for new and disturbed surfaces.

4. NOTES:

4.1 Pulled back cables are those which are disconnected and physically removed from a wireway, conduit, or cableway to protect the cable from industrial work. Cables disconnected from the equipment to facilitate equipment removal are not pulled back cables.

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ITEM NO: 009-73

13 June 1986

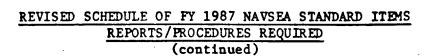
Listed herein are the reports required by the NAVSEA Categories I and II Standard Items. It should be noted that some Standard Items invoke other Standard Items which also require reports. Standard Item 009-05 below is an example; Paragraph 3.10.1 invokes Standard Item 009-12, which requires a weld procedure in Paragraph 3.1.

STANDARD ITEM		ATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-01	08 N	0V 1985	I	3.1.1	General Criteria; accomplish Delay Notification
	•		•	3.2.2	Supporting Data
				3.6.3	Request for Deviations
				3.7.2	Noncompliance/Nonconformance Requirements
	٠.			. 3.8.2.2	Identification and Security Clearance
009-02	08 N	OV 1985	I	•	Contractor Furnished Material Inspection, Identification and Control; accomplish
					NO REPORT REQUIRED
0 09 – 03	08 N	OV 1985	I		Inspection System; provide
				3.2	List of Contractors
				2 5 2 2	Authorized Representatives
				3.5.3.2	Purchase Orders Involving CHECK POINTs
0 09 - 04	08 N	OV 1985	I	2 1 /	Inspection System; provide
				3.1.4 3.3.2	Corrective Action Requests
				3.3.2	Schedule for Review
					Report of Quality Review and Action Taken
	•			3.4.3.2	Purchase Orders Involving CHECK POINTs

1 of 16

06/13/86

^{* -} Indicates Standard Item invoked also invokes other Standard Items which require reports.



13 June 1986 🛔

STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
0 09 – 05	08 NOV 1985	II		Temporary Access Cuts and Closure Plates; provide
			3.1	Proposed Access Drawing or Sketch
			3.10.1	Weld Procedure (3.1 of 009-12)
009-06	24 JUN 1983	II	•	Contamination Prevention
				During Abrasive Blasting; accomplish
	•		3.2	Contamination Notification
			3.3	Contamination Notification
009-07	13 JUN 1986	ı,		Fire Prevention and
		•	3.1	Housekeeping; accomplish Safety and Fire Prevention
			٠٠٠,	Procedure
			3.1.2	Designation of Competent
				Person
	•	•	3.2	Notice of Hot Work
	•		3.5.1	Record of Boundary Openings and Locations
			*3.5.1.1	Proposed Access Cuts (3.1 of 009-05)
			3.6	Safety and Housekeeping
				Inspections
009-08	08 NOV 1985	I		Fire Protection at
				Contractor's Facility;
			2 2	accomplish
			3.2	Fire Protection System Description
009-09	08 NOV 1985	II		Process Control Procedure;
			3.1	provide and accomplish Process Control Procedure
			3.1 3.3	Updated/Changed Procedures
		•	J. J	abouted munical tracedures

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.



13 June 1986

STANDARI ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
.009-10	08 NOV 1985	I		Control of Shipboard Thermal Insulating Material; accomplish
	•		3.2	Asbestos Control Procedure (3.1 of 009-09) Updated/Changed Procedures (3.3 of 009-09)
	•	•	3.2.1	Designation of Qualified Person
•			3.2.1.2	Credentials of Qualified Person
			3.2.3	Notice of Hazardous Material
			3.2.5	Surveillance Documentation
•			3.8.1.1	Monitor and Certify Safe
				Report
009-11	08 NOV 1985	II	•	Insulation and Lagging Requirements; accomplish NO REPORT REQUIRED
009-12	08 NOV 1985	· II		Welding, Fabrication, and Inspection Requirements; accomplish
			3.1	Welding Procedure
	,		3.4	Procedure for Specific
				Operations (3.1 of 009-09)
				Updated/Changed Procedures (3.3 of 009-09)
009-13	08 NOV 1985	II		Meters; repair and calibrate NO REPORT REQUIRED
009-14	08 NOV 1985	ĬI		Gages and Thermometers; repair and calibrate NO REPORT REQUIRED

3 of 16

^{* -} Indicates Standard Item invoked also invokes other Standard Items which require reports.

6541D455			7	
STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-15	08 NOV 1985	II	3.1.1 3.3 3.4	Rotating Machinery; balance Measurements and Location of Readings Taken Results of Balancing Computations/Procedures Converting Displacement Measure to Ounce-Inches
009-16	08 NOV 1985	II	3.1.4.1	Electronic Equipment; inspect, repair, and test Applicable Field Changes
009-17	08 NOV 1985	II .	3.4	Rotating Electrical Equipment; repair Equipment Condition (Includes Defective Cables Report (3.4 of 009-22))
			3.7.4	Report Windings Containing Defects
		•	3.12 3.16.1 3.18	Equipment Condition List Defects Observed Measurements and Location of Readings Taken (3.1.1 of 009-15) Balance Certification (3.3 of 009-15) Computations/Procedures Converting Displacement Measure to Ounce-Inches
			3.26	(3.4 of 009-15) Report Recorded Data
009-18	15 JUN 1984	I	3.1.2.1	Magnetic Material; control Excess Permeability Factor

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

		•	3	
STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
0 09 –2 0	08 NOV 1985	I	3.2.1	Government Property; control Names and Signature of Persons Authorized to Receive and Account for GFM
,			3.2.2	Government Bill of Lading
			3.4.1	Turn-in Document
			3.4.2.3	Salvage Material Inventory
009-21	08 NOV 1985	Ţ		Nameplate and Technical Data; provide
		•	3.4	Nameplate and Technical Data
		•	3.4.2	Copies of Technical Manuals
009-22	08 NOV 1985	II .		Shipboard Electric Cable; test
		•	3.4	Defective Cable
009-23	08 NOV 1985	II	•	Interferences; remove and install
·		•	3.2	Removal of Interferences Listed in Paragraph 3.1
			3.4.1	Results of Visual Examination
			3.5.1	Report Asbestos Removed and Non-asbestos installed
			*3.6	Proposed Access Cuts (3.1 of 009-05)
			3.8.4	Weld Procedure (3.1 of 009-12)
009-24	08 NOV 1985	I		Isolation, Blanking, and Tagging Requirements;
•			3.1	<pre>accomplish Isolation List (Submit to Ship's Force)</pre>

^{* -} Indicates Standard Item invoked also invokes other Standard Items which require reports.

STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-25	08 NOV 1985	II	•	Structural Boundary Tests; accomplish
			3.1.7	Scope and Location of Leaks
009-26	15 JUN 1984	II	3.3.1 3.9.2 3.11.1	Teletype Equipment; inspect, repair, and test Applicable Field Changes Test Sheets Summary Sheets
009-27	08 NOV 1985	II .	· 3.1 3.2	Material Identification and Control (MIC) for Piping Systems; accomplish MIC Procedure Certification, Inspection and Installation Records
009-28	08 NOV 1985	II		Metal Sprayed Coating System for Corrosion Protection; accomplish
			3.1	Process Control Procedure (3.1 of 009-09) Updated/Changed Procedures (3.3 of 009-09)
			3.1.4	Contamination (3.2/3.3 of 009-06)
	·		3.2.1	MIC Procedure (3.1 of 009-27)
				Certification, Inspection and Installation Records (3.2 of 009-27)
009-29	15 JUN 1984	I		Asbestos-Free Pipe Hanger Liner Material; install NO REPORT REQUIRED

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

			7	
STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-30	15 JUN 1984	II	3.3.3 3.5.1.2	Boiler Sample Tubes; inspect Results of Visual Inspection Report Tube Analysis
009-31	08 NOV 1985	II	3.1	Boiler Water Jet Cleaning; accomplish Process Control Procedure (3.1 of 009-09) Updated/Changed Procedures (3.3 of 009-09)
		•	3.7.4.1	Obstructions which cannot be Removed
009-32	08 NOV 1985	11	3,3,1	Cleaning and Painting Requirements; accomplish Contamination (3.2/3.3 of
			3.9.7	009-06) Record of Information
009-33	08 NOV 1985	, II	2.2	Rotating Electrical Equipment; rewind
			3.1.3	Defective Cable (3.4 of 009-22)
			3.4	Inspection Results
			3.9 3.16	Inspection Results Measurements and Location of Readings Taken (3.1.1 of 009-15)
				Results of Balancing (3.3 of 009-15) Computations/Procedures Converting Displacement Measure to Ounce-Inches (3.4 of 009-15)
			3.25	Final Readings and Clearances

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

			1	•
STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-34	08 NOV 1985	I		Fire Protection of Unmanned
				Craft at Contractor's
				Facility; provide
			3.2	Fire Protection System
				Description
009-36	08 NOV 1985	11	•	Controller; repair
			3.1.1	Defective Cables (3.4 of
				009-22)
	•	•	3.3.2	Results of Inspections
	•		3.7.5.1	Megger Readings
009-37	08 NOV 1985	II	`	General Procedures for
				Woodwork; accomplish
				NO REPORT REQUIRED
009-38	08 NOV 198 5	11	•	Boiler Dry Lay-up;
				accomplish
			3.2.1	Chemical Analysis
009-39	15 JUN 1984	· II		Technical Manual Contract
		-		Requirement (TMCR) for New
				Technical Manuals for
				Commercial Equipment/
				Component; provide
	,		3.1.1	Data Items
			3.2	Supplementary Data
009-40	15 JUN 1984	II		Technical Manual Contract
				Requirement (TMCR) for a
				Functionally Oriented
				Maintenance Manual (FOMM);
			• •	provide
•			3.2	Data Items

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-41	15 JUN 1984	II	3.2.1 3.2.2 3.2.3	Technical Manual Contract Requirement (TMCR) for a Topically Structured Technical Manual; provide Manuscript Copies Final Technical Manuals Reproducible Copy with Related Art
009-42	15 JUN 1984	11	3.2	Technical Manual Contract Requirement (TMCR) for Updating Technical Manuals; provide Data Items
009-43	15 JUN 1984	11 ,	3.2.1	Light-Off Examination (LOE) Support for Steam Propulsion System; provide Weekly Completion Status
009-44	15 JUN 1984	, 11	3.2.1	Light-Off Examination (LOE) Support for Gas Turbine Propulsion System; provide Weekly Completion Status
009-45	08 NOV 1985	II		Plug Valve; shop repair and test NO REPORT REQUIRED
009-46	15 JUN 1984	II		Butterfly Valve Resilient and Metal Seated; shop repair and test NO REPORT REQUIRED

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

STANDARD				4
ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-47	08 NOV 1985	II		Gate Valve; shop repair and test NO REPORT REQUIRED
009-48	08 NOV 1985	II .		Pressure Seal Bonnet Valve; shop repair and test NO REPORT REQUIRED
009-49	08 NOV 1985	II		Pressure Seal Bonnet Valve; in line repair NO REPORT REQUIRED
009-50	08 NOV 1985	II .		Horizontal Swing Check Valve; shop repair and test NO REPORT REQUIRED
009-51	08 NOV 1985	II.	•	Globe, Globe Angle, and Globe Stop Check Valves; shop repair and test NO REPORT REQUIRED
009-52	08 NOV 1985	II .		Relief Valve; shop repair and test NO REPORT REQUIRED
009-53	08 NOV 1985	II		Bolted Bonnet Steam Valve; shop repair and test NO REPORT REQUIRED
009-54	08 NOV 1985	II		Bolted Bonnet Steam Valve; in line repair NO REPORT REQUIRED

^{* --} Indicates Standard Item invoked also invokes other Standard Items which require reports.

STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
	DAIL	CATEGORI	Inna.	IIILE/BRIEF OF REFORT
0 09–55	08 NOV 1985	II .		Regulating/Reducing Valve; shop repair and test NO REPORT REQUIRED
009-56	08 NOV 1985	II	3.3.1 3.5.2 3.7.1	Boiler Wet Layup; accomplish Chemical Analysis pH Test Results Chemical Analysis
009-57	08 NOV 1985		3.1 3.4 3.5 3.6	Schedule of Milestones and Key Events; Production Scheduling, Progressing, Material Status, Subcontractor Identification and Associated Reports; provide Production Schedule Availability Status Report List of Subcontractors Changes to Original List of Subcontractors
009-60	08 NOV 1985	II	3.2.6 3.3.4 3.4.1.2 3.5.4 3.6.4 3.6.5.1	Schedule of Milestones and Key Events; Production and Network Scheduling, Progressing, Material Status, Subcontractor Identification and Associated Reports; provide Production Schedule Work Package Network Milestones & Key Events List Revised Documents Manpower Curves Revised Manpower Curves

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

CTANDARD			•	
STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE BRIEF OF REPORT
009-60 (co	ntinued)		3.7.1	List of Subcontractors
-			3.7.2	Revised List of
				Subcontractors
			3.9.1	Preparation Report for Weekly Progress Meetings
			3.11.4	Status of Open and Inspect Reports
			3.11.5.1	Reinstallation Plan
•			3.11.5.2	Valve Status
			3.11.5.3	Incomplete Items Required for LOE
			3.11.6.1	Outstanding LOE Items
			3.11.6.2	Test Schedule
009-61	08 NOV 1985	ı .	3.1	Control of Shipboard Use of Fluorocarbons; accomplish Process Control Procedure
•	•		3.1	(3.1 of 009-09)
				Updated/Changed Procedures (3.3 of 009-09)
		•	3.2	Notification of Commencing Evolution
009-62	08 NOV 1985	II		Boiler Handhole and Manhole Seats and Plates; inspect
			3.4	Results of Inspection and
			J. 4	Measurements Taken Compared
				with Acceptable Criteria
009-63	08 NOV 1985	II		Lubricating Oils and
			3.5	Hydraulic Fluids; analyze Sample Test Results
				nambre repe Weagard

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-64	24 JUN 1983	3 II	•	Synthetic Fire Resistant
	•			Hydraulic Fluid; control
			3.1	Process Control Procedure
•		•		(3.1 of 009-09)
				Updated/Changed Procedures
				(3.3 of 009-09)
			3.2	Report Spills
			3.3	Certify Safe Work Area
009-65	15 JUN 1984	I		Polychlorinated Biphenyls
				(PCBs); control
			3.1	Process Control Procedure
				(3.1 of 009-09)
			•	Updated/Changed Procedures
				(3.3 of 009-09)
		•	3.2.1	Results of Visual Inspection
009-66	15 JUN 1984	II	•	Light-Off Examination (LOE)
,				Support for Diesel
	-			Propulsion System; provide
	•	•	3.2.1	Weekly Completion Status
	• • • • • • • • • • • • • • • • • • • •			· · · · ·
009-67	01 SEP 1985	II		Master Ordnance Repair Contractor; provide
			3.2.4	Names of On-Scene Corporate
			J. 2. 7	MOR Team Members
			3.2.5	Proposed Changes to
			3.2.3	Personnel Assignments
			3.3.1	Assessment Test Plan
			3.3.2	Results of Assessment
			3.4.2	Management Plan
			3.4.4	Test Plan

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

		•	1	
STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-67 (con	tinued)		3.4.11	Equipment Lay Up and Protection Plans; Equipment Delivery Schedule; Identify Technical Services; Review ITP; Contractor and
				Government Requirements to Support Production or Test Schedule; Agenda for Combat System Sea Trial Events
			3.5.1.1	Rules of CSTG Operation and Procedural Guidance
			3.5.4.4	Monitor Equipment Lay Up and Protection Measures; Verify Equipment Receipt; Monitor Production
		•	3.7.5.3	Completed Data Sheets, Test Procedure, Certification Form, and Assessment of Test Integrity for Each Test
		•	3.7.6	TPRs and Test Failure Reports
			3.7.12 3.8.1	Test Status Report Lessons Learned Report
009-68	15 JUN 1984	II		Bolted Bonnet Valve; in-line repair NO REPORT REQUIRED
009-69	08 NOV 1985	I	3.1.1	Heavy Weather Plan; provide Submit Written Plan No Later than Start of Contract Availability Period
•			3.4	Plan Listing Precaution to be Taken
,			3.5	Updated or Changed Plans as They Occur

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
0 09 -7 0	08 NOV 1985	I		Fire Prevention and Housekeeping for Unmanned Craft; accomplish
			3.1	Safety and Fire Prevention Procedure
			3.2	Notification for each Job or Separate Area of Hot Work
			*3.4.2.2	Proposed Access Cuts (3.1 of 009-05)
			3.5	Discrepancies Found and Corrective Action to be Taken
009-71	08 NOV 1985	II .	3.1.2	Hydrostatic Test; accomplish Sketch of System to be Tested Written Record of Temporary Blanks, Plugs, and Gages Installed (including Signed Check-off Sheet)
009-72	08 NOV 1985	I	3.1	Physical Security of Ships, Craft, and Barges at Private Contractor's Facility; accomplish Process Control Procedure (3.1 of 009-09) Updated/Changed Procedure (3.3 of 009-09)

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.

			1	
STANDARD ITEM	DATE	CATEGORY	PARA.	TITLE/BRIEF OF REPORT
009-73	13 JUN 1986	I		Shipboard Electrical Cable;
				remove, relocate, repair,
				and install
			3.1.2.1	Locations/Quantities of
				hangers to be replaced,
			2 2 3 3	cableways to be modified
			3.2.1.1	Results of Cable End
		•	3.2.2.1	Inspection Defective Cable (3.4 of
			3.2.2.1	009-22)
			3.2.5.1	Defective Cable (3.4 of
				009-22)
			3.3.1.1	Results of Cable End
			•	Inspection
	•	•	3.3.2.1	Defective Cable (3.4 of 009-22)
			3.3.5.1	Defective Cable (3.4 of 009-22)
			3.4.1	Defective Cable (3.4 of 009-22)
		.	3.4.2	Defective Cable (3.4 of 009-22)
			3.5.1	Defective Cable (3.4 of 009-22)
			3.5.2	Defective Cable (3.4 of 009-22)
,			3.6.3	Defective Cable (3.4 of 009-22)

^{* —} Indicates Standard Item invoked also invokes other Standard Items which require reports.



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

IN REPLY REFER TO: 4710 Ser 602-6662 15 Oct 1986

Supervisor of Shipbuilding, Conversion and Repair, USN, Seattle, WA From:

SHIP REPAIR WORKLOAD FORECAST FOR THE NAVAL BASE SEATTLE AREA OF Subj:

RESPONSIBILITY

Encl: (1) Preliminary Depot Level Planning Information for Active MSR

Contractors

(2) Definition of Entries for MSR Contractor Report

OCT & 5 1986) N.W. M. WKS Enclosure (1) is forwarded to provide you with data concerning forthcoming surface ship overhaul work planned for solicitation in the Naval Base Seattle Area of Responsibility. You are advised that THIS IS A PLANNING DOCUMENT AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

This projected workload is based on the best estimate of future Navy Ship Repair Workload for the area and is subject to change. It does not represent or imply that it will ultimately be accomplished, nor is it a quarantee of future work to be awarded to any contractor in the area.

Enclosure (2) provides an explanation of the abbreviations and

informational entries of enclosure (1).

GRASSER

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Astoria, OR

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Seattle, WA

SHIP REPAIR WORKLOAD FORECAST FOR MASTER SHIP REPAIR CONTRACTORS WITHIN THE NAVAL BASE SEATTLE AREA OF RESPONSIBILITY FORECAST COVERS PLANNED WORKLOAD FOR CURRENT QUARTER AND PROJECTED WORK FOR FY-87

THIS IS A PLANNING DOCUMENT AND IS SUBJECT TO CHANGE WITHOUT NOTICE

This projected workload is based on the best estimate of future Navy Ship Repair workload for the area and is subject to change. It does not represent or imply that it will ultimately be accomplished nor is it a guarantee of future work to be awarded to any Contractor in the area.

HULL_NR/SHIP_NAME	<u>evail</u>	<u>START</u>	<u>END</u> ,	HEA	FLI	AREA	PROC METH	CONT	AWD INTERVAL	PCQ	DRYDOCK
ROH'S/SRA'S											
LPD-2 (VANCOUVER)	ROH	02/09/87	11/06/87	SD	P	CWA	IFB	FFP	120	SPORT	Yes
DD-965 (KINKAID)	ROH	02/23/87	01/22/88	SD	P	CWA	RFP-2P	FFP	120	SEA02	Yes
MSO-438 (ESTEEM)	ROH	04/06/87	06/26/87	SEATL	P-R	CWA	IFB	FFP	30	SSEAT	Yes
MSO-455 (IMPLICIT)	SRA1	09/09/87	10/17/87	TACMA	P∹R	CWA	IFB	FFP	30	SSEAT	Yes
FFG-9 (WADSWORTH)	SRA .	04/13/87	07/24/87	LBEACH	P-R	CWA	IFB	FFP	3 <i>0</i>	SLB	Yes
MSO-427 (CONSTANT)	DSRA	05/04/87	06/12/87	SD ·	P-R	CWA	IFB	FFP	З <i>о</i>	SSEAT	Yes
DD-966 (HEWITT)	ROH	<i>0</i> 5/11/87	<i>0</i> 5/13/88	SD	P	CWA	RFP-2	FFP	120	SEA02	Yes
DD-964 (P.F. FOSTER)	ROH	06/15/87	06/17/88	LBEACH	P	CWA	IFB	FFP	120	SEA02	Yes
ARS-38 (BOLSTER)	ROH	07/06/87	12/04/87	LBEACH	P-R	CWA	IFB	FFP	120	SSD	Yes
CVN-68 (NIMITZ)	SRA opside work)	07/20/87	10/15/87	PUGET	P	HPA	IFB	FFP	30	SSEAT	No
FFG-23 (LEWIS B. PULLER)	DSRA	07/27/87	10/30/87	LBEACH	P-R	CWA	IFB	FFP	60	SLB	Yes
MSO-437 (ENHANCE)	DSRA	09/07/87	10/16/87	TACMA	P-R	CWA	IFB	FFP	30	SSEAT	Yes

MSO-464 (PLUCK)	DSRA	09/07/87	10/16/87	SD	P-R	CWA	IFB	FFP	3 <i>0</i>	SSD	Yes
DD-967 (ELLIOT)	ROH	09/14/87	09/16/88	SD	P	CWA	MSS	FPI	120	SEA02	Yes
MSO-488 (CONQUEST)	DSRA	09/21/87	10/30/87	SSEAT	P-R	CWA	IFB	FFP	3 <i>0</i>	SSEAT	Yes
DISTRICT CRAFT OVERHAULS			,							-	
GR-11	ROH	09/01/87 approx star	`t	KEYPORT	P	HPA	IFB	FFP	30	SSEAT	Yes
YFN-806	ROH	3rd Qtr FY	-87	KEYPORT	P	HPA	IFB	FFP	3 <i>0</i>	SSEAT	Yes
YFN-941	ROH	3rd Qtr FY-	-87	KEYPORT	P	HPA	IFB	FFP	3 <i>0</i>	SSEAT	Yes
YFN-958	ROH	4th ,Qtr FY-	-87	KEYPORT	P	HPA	IFB	FFP	3 0	SSEAT	Yes
YTB-836 (POKODON)	ROH	4th Qtr FY	-87	KEYPORT	Р	HPA	IFB	FFP	3 <i>0</i>	SSEAT	Yes
YFN-972	ROH	FY-87		KEYPORT	P	HPA	IFB	FFP	30	SSEAT	Yes
YFN-1259	ROH	4th Qtr FY	-87	ADAK	Ρ.	HPA	IFB	FFP	3 <i>0</i>	SSEAT	Yes
SSG-577 (EX-GROWLER)	CONV	FY-87		NUSC	P	HPA	IFB	FFP	15	SSEAT	Yes

SHIP REPAIR WORKLOAD FORECAST FOR MASTER SHIP REPAIR CONTRACTORS WITHIN THE NAVAL BASE SEATTLE AREA OF RESPONSIBILITY

DEFINITION OF INFORMATION ENTRIES (in order of appearance)

	(in order of appear	arance)
HULL NR.	- Ship Type Designator and Nr. of Hull	PROCURE METH (cont/d)
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		RFP-1 - Request for proposal; requests proposal in
NAME	- Ship's Name	accordance with an outline provided; evaluated using announced awd factors seeking offer most
AVAIL	- Type of Availability	advantageous to the govt, including price and
	ROH - Regular Overhaul	other factors
	NRT - ROH of Naval Reserve Training Ship	
	PMA - Phased Maintenance Availability	
	DPMA - Phased Maintenance Avail with Drydocking	
	SRA - Selected Restricted Availability	RFP-2 - Request for proposal; evaluates RFPs using an
	DSRA - Selected Restricted Availability w/Drydocking	
	PRAV - Planned Restricted Availability	and NAVSEA instructions for evaluating large or complex RFPs. The contractors' technical proposals
START	 Availability Start Date (MM/DD/YY) 	are then evaluated to determine those contractors
	muliability start sate that say	that are in the technical range determined by the
		Performance Evaluation Group (PEG). The cost
END	- Availability Completion Date (MM/DD/YY)	proposals for those contractors falling in the
	Titulian Date thing by the	technical range are then evaluated to determine the
		low offeror, who after determination of
HPA	- Homeport of the ship when ship is under the	responsibility is awarded the contract.
	operational control of the fleet:	responsibility is usual see contract.
	ADAK - ADAK, AK	FSS - Formal source selection; evaluates RFPs using an
	BANGOR - BANGOR, WA	evaluation organization IAW NAVMAT and NAVSEA
	BREM - BREMERTON, WA	instructions for evaluating large or complex RFPs.
	CONCD - CONCORD, CA	in it is a company to the company to
••	KEYPORT - KEYPORT, WA	CONTRACT TYPE - the type of contract that is expected to
	LBEACH - LONG BEACH, CA	result from the solicitation:
•	NSC - PUGET	
	SD - SAN DIEGO, CA	FFP - Firm Fixed Price
	PHUEN - PORT HUENEME, CA	·
	SEATL - SEATTLE, WA	CPFF - Cost Plus Fixed Fee
	SFRAN - SAN FRANCISCO, CA	
•	TACMA - TACOMA, WA	CPAF - Cost Plus Award Fee
FLT	A - Atlantic Fleet	CPIF - Cost Plus Incentive Fee
1 161	P - Pacific Fleet	or in the state of
	PR- Pacific Reserve Fleet	FPI - Fixed Price Incentive
	, , , , , , , , , , , , , , , , , , ,	
SOLICIT AREA	 Area in which offerors will be solicited: HPA - Homeport area; 50 mile radius around the homeport. 	AWARD INTERVAL - The number of days between the award of the overhaul and the start of the availability.
	CHA Count with an at includes the a second	DCO - Assistant sesioned messagnihilian for assessing the
	CWA — Coast wide area; includes total coast, ' for CONUS homeports.	PCO - Activity assigned responsibility for procuring the PCO - industrial effort from the private sector for this
DOCCHOE MESSI	The access of accessmental manager and gove	ship
PRODUKE METH	- The type of contractor response and govt	SEA02 - NAVSEA
	evaluation technique to be used: IFB — Invitation For Bid: where lowest price	SBKYN - SUPSHIP BROOKLYN
	is paramount in selecting the contractor	SPORT - SUPSHIP PORTSMOUTH
	is paramount in selecting the contractor	SLB - SUPSHIP LONG BEACH
	MSS - Modified Source Selection: evaluates	SSEAT - SUPSHIP SEATTLE
•	REPs using an evaluation organization IAW	SSD - SUPSHIP SAN DIEGO
	NAVMAT and NAVSEA instructions for evaluation	
	large or complex RFPs	nd have been been recorded
	ANI DE OL COMPAGN MILS	Englorup (2)

Enclosure (2)



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115-5003

IN REPLY REFER TO 4355 Ser 320-6451

3 October 1986

From: Supervisor of Shipbuilding, Conversion and Repair, USN

Seattle

To: Distribution List

Subj: DEFENSE QUALITY EXCELLENCE AWARD PROGRAM (DQEAP)

Encl: (1) NAVMATINST 4355.75, Defense Quality Excellence Award Program(DOEAP) with applicable enclosures (1) (3) and

The Defense Quality Excellence Award Program (DGEAP) is a voluntary Department of Defense (DOD) quality performance-based motivational award program available to DOD contractors who have a contractual requirement for quality. Enclosure (1) provides guidance, procedures and assigns responsibilities for the administration of the DQEAP.

This letter is sent as an annual reminder to contractors under the cognizance of the Supervisor of Shipbuilding, Seattle of the DQEAP, which is designed to recognize Defense Contractors who produce and supply the highest quality material.

For further inquiries, please contact Mr. Mel Adams (206) 526-3868/3971.

Jackson

direction

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Subj: DEFENSE QUALITY EXCELLENCE AWARD PROGRAM (DQEAP)

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DEFENSE LOGISTICS AGENCY

HEADQUARTERS
CAMERON STATION
ALEXANDRIA, VIRGINIA 22314

DLAR 8200.8

AR 702-14

NAVMATINST 4355.75A

AFR 74-8

DLA-0

DLA REGULATION NO. 8200.8

20 Sep 84

DEFENSE QUALITY EXCELLENCE AWARD PROGRAM (DQEAP)
(Supplementation is permitted with approval of the DoD Component Headquarters.)

I. REFERENCES

- A. DoD Directive 4155.1, Quality Program.
- B. FAR 46, Contract Quality Assurance.
- II. <u>PURPOSE AND SCOPE</u>. To provide guidance and procedures, and assign responsibilities for the administration of DQEAP. This regulation implements DoD Instruction 4155.20, Defense Quality Excellence Award Program (DQEAP), and is applicable to the Military Services and DLA (hereinafter referred to collectively as DoD Components). DQEAP is a voluntary DoD quality performance-based motivational award program available to DoD contractors who have a contractual requirement for quality (FAR 46.202-2 and 46.202-3). The term Military Services, as used herein, refers to the Army, Navy, and Air Force.
- III. POLICY. The current policy of DoD is to:
- A. Place responsibility for the quality of products or services on the contractor.
- B. Encourage full contractor acceptance of that responsibility through contractual means.
 - C. Enhance contractor performance through noncontractual motivational techniques.
- D. Promote DQEAP as a DoD-wide voluntary noncontractual motivational program equally available to all defense prime contractors who receive continuing in-plant surveillance by Government contract administration office (CAO) quality assurance (QA) personnel.

IV. DEFINITIONS

- A. Contract Administration Office (CAO). An office that performs assigned post-award functions related to the administration of contracts and assigned preaward functions (FAR 2.1). The CAOs within DoD are listed in DoD 4105.59-H, DoD Directory of Contract Administration Services (CAS) Components.
- B. Contracting Offices/Program Management Offices (CO/PM). The office(s) responsible for implementing the policies and procedures in DoD FAR Supplement 46.170 and FAR 46.103, e.g., offices within: DLA Supply Centers, such as Defense Personnel Support Center (DPSC); Army Materiel Command (AMC) program manager offices and major subordinate commands, such as Tank Automotive Command (TACOM); Naval Material (NAVMAT) subordinate purchasing commands, such as Naval Air Systems Command (NAVAIR); Air Force Systems Command (AFSC) subordinate product divisions/offices, such as Aeronautical Systems Division (ASD); Air Force Logistics Command (AFLC) subordinate Air Logistics Centers, such as Warner Robins Air Logistics Center (WR-ALC), etc.
- C. Critical/Significant Corrective Action Requests. Reports or letters to the contractor's top management requesting corrective action on observed deficiencies and their causes for serious quality problems. These reports or letters often

This regulation supersedes DLAR 8200.8/AR 702-14/NAVMATINST 4355.75/AFR 74-8, 1 Jun 83.

ENCLOSURE [/]

DLAR 8200.8 AR 702-14 NAVMATINST 4355.75A AFR 74-8

involve: identification of a significant quality system deficiency that has immediate impact on Government programs; sustained/repetitive quality deficiencies; and/or the discontinuance of in-plant Government Contract Quality Assurance (CQA) due to seriously discrepant conditions involving corrective action requests processed through the Administrative Contracting Officer (ACO) because all other efforts with the contractor have failed and the contractor has demonstrated the inability or unwillingness to comply with contract requirements. Examples of Critical/Significant Corrective Action Requests are: Method C and Method D Corrective Action in accordance with DLAM 8200.1, Procurement Quality Assurance; AFCMD Forms 47 color-coded "Red" in accordance with AFCMDR 178-1, etc.

- D. <u>Defense Quality Excellence Advisory Board (DQEAB)</u>. Representatives of the DoD Components responsible for the development and management of DQEAP and advising on matters pertaining to DQEAP.
- E. <u>Defense Quality Excellence Award Program (DOEAP)</u>. A noncontractual voluntary motivational program through which qualified contractors are awarded DoD recognition based upon an assessment of quality performance during a selected interval.
- F. Defense Quality Excellence Award Program (DOEAP) Award. A dated DoD plaque and a DQEAP flag presented to a contractor by a DoD Component for Office of the Secretary of Defense (OSD). A DQEAP Award represents the contractor's quality performance during the specified 12-month period (the DQEAP Review Period).
- G. <u>Defense Quality Excellence Award Program (DOEAP) Review</u>. An assessment of a contractor's quality performance by the Government to determine if a contractor meets the eligibility criteria for the DOEAP Award. A DQEAP Review is only conducted when a contractor volunteers for the review.
- H. Defense Quality Excellence Award Program (DQEAP) Review Period. A look-back period of 12 consecutive months preceding the DQEAP Review which ends with the date the contractor volunteers to undergo the DQEAP Review. For example, if the contractor volunteers to undergo the DQEAP Review on 22 Sep 82, the DQEAP Review Period for which the in-plant CAO QA personnel will apply the eligibility criteria in enclosure 1 would be the period of 23 Sep 81 to 22 Sep 82.
- I. Manufacturer. A factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications (FAR 22.606-1). Contractors who merely distribute off-the-shelf items or only perform simple assembly of off-the-shelf items are not manufacturers. Contractors who engage in maintenance and overhaul type contracts are considered as manufacturers.
- J. <u>Materiel Deficiency Reports (MDRs)</u>. MDRs, as used in this regulation, are quality related deficiency reports issued in writing by receiving or using activities during the DQEAP Review Period which have been determined through CAO investigation to be the contractor's responsibility. MDRs are issued in writing by several vehicles such as: message; SF 368, Quality Deficiency Report (QDR), etc.
- K. Nomination Package. Consists of the DD Form 1232, Quality: Assurance Representative's Correspondence, and applicable attachments completed in accordance with enclosure 2; written positions from other CAO functional elements;

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written positions from applicable Contracting Offices/Program Management Offices (COs/PMs); and the CAO Commander's cover letter.

- L. Percentage of QDR Responses On Time and Acceptable. A measurement of the timeliness and acceptability of contractor responses to QDRs during the DQEAP Review Period. A QDR response is timely when the contractor: meets established suspense date with action that corrects the deficiency and its cause; provides an interim response acceptable to the Government QAR; or requests and is granted an extension to the existing suspense date, and responds within that extended suspense date. A QDR response is unacceptable if it is returned/rejected in writing by the Government QAR because of inadequate contractor investigation and/or corrective action. This percentage is determined by dividing the number of contractor QDR responses which were both acceptable and timely by the total number of QDRs issued and then multiplying this result by 100.
- M. Primary Level Field Activity (PLFA). The major organizational component of a Military Service or DLA to whom the CAO directly reports, e.g., Defense Contract Administration Services Region (DCASR), Air Force Contract Management Division (AFCMD), Air Force Contract Maintenance Center (AFCMC), NAVAIR, Naval Sea Systems Command (NAVSEA), Aviation Systems Command (AVSCOM), Armament, Munitions, and Chemical Command (AMCCOM), and TACOM.
- N. Quality Assurance Man-hours (QAMs). QAMs are the total number of productive hours expended during the DQEAP Review Period by all CAO personnel performing in-plant CQA at the contractor's facility. Each DoD Component has its own system for collecting QAMs.
- O. Quality Deficiency Records (QDRs). QDRs are those requests for corrective action issued to contractors during the DQEAP Review Period by in-plant Government QA personnel for product or system deficiencies where corrective action as to the deficiency and its cause is appropriate. Minor defects, where Government followup action is unnecessary, will not be counted as QDRs for the purpose of this regulation. In Defense Contract Administration Services Management Areas (DCASMAS), Defense Contract Administration Services Plant Representative Offices (DCASPROS), Army Plant Representative Offices, and NAVAIR Navy Plant Representative Offices (NAVPROS), QDRs are normally issued on DD Form 1715, Quality Deficiency Record (Method B Corrective Action in DLAM 8200.1/AR 702-4/NAVMATINST 4355.69A/ AFR 74-15/MCO P4855.4A). In Air Force Plant Representative Offices (AFPROS), QDRs are normally issued on AFMCD Form 21 or AFCMD Form 47 (all those not color-coded "Red") in accordance with AFCMDR 74-1 and/or AFCMDR 178-1.
- P. Timely and Acceptable MDR Responses. An MDR response is timely when the contractor: meets established suspense date with action that corrects the deficiency and its cause; investigates and provides an interim response acceptable to the Government QAR; or requests and is granted an extension to the existing suspense date and responds within that extended suspense date. An MDR response is acceptable if it is not returned/rejected by the Government because of inadequate contractor investigation and/or corrective action.
- V. <u>SIGNIFICANT CHANGES</u>. The eligibility criteria in enclosure 1 of this regulation have been changed to make consideration for award more equitable for small contractors. The result is a change throughout the regulation. Also, all Defense Acquisition Regulation (DAR) references have been eliminated and replaced with the appropriate Federal Acquisition Regulation (FAR) references.

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- O. Quality Deficiency Records (QDRs). QDRs are those requests for corrective action issued to contractors during the DQEAP Review Period by in-plant Government QA personnel for product or system deficiencies where corrective action as to the deficiency and its cause is appropriate. Minor defects, where Government followup action is unnecessary, will not be counted as QDRs for the purpose of this regulation. In Defense Contract Administration Services Management Areas (DCASMAs), Defense Contract Administration Services Plant Representative Offices (DCASPROs), Army Plant Representative Offices, and NAVAIR Navy Plant Representative Offices (NAVPROs), QDRs are normally issued on DD Form 1715, Quality Deficiency Record (Method B Corrective Action in DLAM 8200.1/AR 702-4/NAVMATINST 4355.69A/ AFR 74-15/MCO P4855.4A). In Air Force Plant Representative Offices (AFPROs), QDRs are normally issued on AFMCD Form 21 or AFCMD Form 47 (all those not color-coded "Red") in accordance with AFCMDR 74-1 and/or AFCMDR 178-1.
- P. Timely and Acceptable MDR Responses. An MDR response is timely when the contractor: meets established suspense date with action that corrects the deficiency and its cause; investigates and provides an interim response acceptable to the Government QAR; or requests and is granted an extension to the existing suspense date and responds within that extended suspense date. An MDR response is acceptable if it is not returned/rejected by the Government because of inadequate contractor investigation and/or corrective action.
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VI. RESPONSIBILITIES

A. DoD Components will:

- 1. Provide a member to the DQEAB (Army member from AMC (AMCQA); Navy member from NAVMAT 06; Air Force member from AF/RDCM; Chair and Secretariat from DLA-Q).
- 2. Administer policy and procedures in support of the nomination and approval of qualified contractors under their plant cognizance for the DQEAP award.
- 3. Provide the necessary support, liaison, and participation for the presentation of awards.
- 4. Ensure wide publicity for DQEAP and promote DQEAP within industry and Government in order to enhance the motivational aspects of the DQEAP Award.
 - B. The Executive Director, Quality Assurance, HQ DLA (DLA-Q) will:
 - 1. Provide the Chair to the DQEAB as well as the Secretariat.
- 2. Maintain a central DoD file of DQEAP documents and DQEAP-related correspondence.
 - 3. Fund for and purchase DQEAP flags and plaques.
- 4. Semiannually furnish copies of the list of DQEAP award recipients to Office of Under Secretary of Defense, Research and Engineering (OUSDR&E) and the Secretaries of the Military Services.
- C. The Commanders, U.S. Army Materiel Command, Naval Material Command, Air Force Systems Command, and Air Force Logistics Command, and the Director, DLA, will assure that the commanders of their PLFAs implement the provisions of this regulation.
 - D. The Commanders, PLFAs will:
 - 1. Implement the provisions of this regulation and manage the program.
- 2. Assure that qualified contractors volunteering for the program are considered for a DQEAP Award.
- 3. Provide the necessary support, liaison, and participation for the presentation of awards.
- 4. Appoint a DQEAP manager to serve as the focal point responsible for program administration and record retention.
 - E. The Commanders, CAOs will:
 - 1. Implement the provisions of this regulation and manage the program.
- 2. Assure application of the eligibility criteria in enclosure 1 when contractors volunteer for a DQEAP Review.
- 3. Assure that all contractors under their cognizance are made aware of the DQEAP on an annual basis.
- 4. Assure that contractors meeting the eligibility criteria are nominated for a DOEAP Award.
- 5. Ensure written positions from COs/PMs are obtained regarding suitability of nominations.
 - 6. Arrange for the presentation of DQEAP Awards at appropriate ceremonies.
- F. The Commanders of Contracting Offices and Program Managers will ensure the prompt transmittal of written positions (to include written coordination with their QA elements) regarding suitability of contractors for DQEAP Awards when requested by CAOs in accordance with the procedures in this regulation.
- G. Contractors will volunteer to undergo a DQEAP Review by CAO QA personnel when they desire to be considered for a DQEAP Award.

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VII. PROCEDURES

- A. CAO QA Personnel Responsible for Planning and Performing In-Plant CQA Actions in Accordance with FAR 46.4 will:
- 1. Inform all contractors under their cognizance of the DQEAP on an annual basis. This action must be documented. (Contractors with less than 450 Government QAMs or contractors supplying material for the Navy Nuclear Propulsion Program are ineligible for a DQEAP Award; therefore, it is not mandatory that they be informed of the DQEAP.)
- 2. Review assigned contractors who volunteer to undergo a DQEAP Review by applying the DQEAP Award Eligibility Criteria in paragraphs 1 through 4 of enclosure 1. (Contractors who request a DQEAP Review and subsequently fail to meet the enclosure 1 criteria, must be told to wait 12 months before volunteering for another DQEAP Review. Contractors who withdraw their requests, must wait 12 months before they can reapply. Contractors who receive a DQEAP Award must volunteer to undergo another DQEAP Review in 12 months if they desire to receive another award.)
- 3. Prepare DD Form 1232, Quality Assurance Representative's Correspondence, in accordance with the instructions in enclosure 2, to record the results of all DQEAP Reviews.
- 4. Forward the DD Form 1232 to the Commander of the CAO or his/her designated representative.
- 5. Place a copy of the forwarded DD Form 1232 in the QA files for the facility.
 - B. The CAO Commander or his/her designated representative will:
- 1. Review DD Forms 1232 submitted by QA personnel for contractors who have failed to meet all the DQEAP Award Eligibility Criteria in paragraphs 1 through 4 of enclosure 1 for completeness and accuracy. Return complete and accurate DD Forms 1232 to QA personnel for their QA facility files. Return incomplete or inaccurate DD Forms 1232 to QA personnel for correction and resubmission if necessary.
- 2. Review DD Forms 1232 submitted by OA personnel for contractors who met all the DQEAP Award Eligibility Criteria in paragraphs 1 through 4 of enclosure 1 for completeness and accuracy. Return incomplete or inaccurate DD Forms 1232 to QA personnel for correction and resubmission. For complete and accurate DD Forms 1232, take the following actions:
- a. Determine whether or not the contractor has created any significant defense-wide quality problem(s) resulting in adverse publicity, degradation of defense readiness, or significant costs to the Government during the past 5 years. An affirmative determination makes the contractor ineligible for a DQEAP Award in accordance with paragraph 5 of enclosure 1, and the DD Form 1232 should be sent back to the QA originator with a cover letter summarizing this determination.
- b. Request written positions from the other functional elements in the CAO regarding the contractor's suitability for the DQEAP Award. If the contractor is seriously delinquent in meeting delivery schedules, has serious financial problems, or has any other serious contractual compliance problems regarding cost, security, Government property, etc., the contractor should not receive a DQEAP Award. Under these circumstances, the DD Form 1232 should be sent back to the QA originator with a cover letter summarizing the circumstances and the written positions of the other CAO functional elements.

- c. Request written positions from each contracting office/program manager (CO/PM) who had at least one active contract with the contractor and whose total contract dollar value was at least \$100,000 during the DQEAP Review Period. (A list of COs/PMs should be attached to the DD Form 1232 submitted by the QA originator to facilitate this process. See paragraph 7j of enclosure 2.) The request(s) should specifically ask that the QA/product assurance element supporting the CO/PM be contacted for a written position regarding the suitability of the contractor to receive a DQEAP Award. Furthermore, the request should ask that the written position of the CO/PM be forwarded within 30 days. These written positions should be carefully reviewed when making the determination required in subparagraph B2a above.
- d. For contractors who are still eligible for the DQEAP Award after the actions required in subparagraphs B2a through c above have been performed, submit a complete nomination package (consisting of the DD Form 1232 and attachment(s), written positions of other CAO functional elements, written positions of all applicable COs/PMs, and CAO Commander cover letter) to the Commander of the PLFA within 45 days after receipt of the DD Form 1232 from the QA originator.
 - C. The PLFA Commander or his designated representative will:
- 1. Review the complete nomination package and approve/disapprove the award. The QA element within the PLFA must be consulted during this process to ensure that a DQEAP Award is not presented to a contractor who has created a significant defense-wide quality problem resulting in adverse publicity, degradation of defense readiness, or significant costs to the Government in the past 5 years (see paragraph 5 of enclosure 1).
- 2. Notify in writing the CAO (and the QA originator through the CAO), and the COs/PMs of a disapproval decision within a 15-day time frame. (Notification of PLFA approval decisions will not be made until a DQEAP Award plaque and flag have been received from the Chief, Program and Systems Management Division, Executive Directorate, Quality Assurance (DLA-QR). This prevents notifying the contractor of an approval decision that is subsequently vetoed by the DQEAB under subparagraph D.)
- 3. When an approval decision is made, requisition the DQEAP plaque (see enclosure 3) and flag from DLA-QR within a 15-day time frame. Requisitions, along with a copy of the complete nomination package, will be submitted to HQ DLA, ATTN: DLA-QR, Cameron Station, Alexandria, Virginia 22304-6100.
- 4. Upon receipt of the DQEAP Award plaque and flag from DLA-QR, notify in writing the CAO (and the QA originator through the CAO) and applicable COs/PMs of the approval decision within a 15-day time frame.
- 5. Upon receipt of notification from DLA-QR that the DQEAB has vetoed the approval decision, notify in writing the CAO (and the QA originator through the CAO) and applicable COs/PMs of the disapproval decision within a 15-day time frame.
- D. DQEAB Veto Authority. DLA-QR will notify DOEAB members and the Chief, Quality and Production Division, Executive Directorate, Contracting (DLA-PR) of all PLFA approval decisions within 7 days of receipt of the plaque and flag requisition. The cognizant DoD Component DQEAB member (the one who has CAO cognizance) or a majority of the full DQEAB membership may exercise a veto over

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any DQEAP Award approved by a PLFA. This veto will normally be exercised to prevent recognizing a contractor who has created a significant defense-wide quality problem in the past 5 years (see paragraph 5 of enclosure 1). This veto authority should be exercised within 21 days of the receipt of the PLFA plaque and flag requisition in DLA-QR.

E. Award Presentation

1. After receipt of the approval decision, plaque, and flag from the PLFA, the CAO will advise the contractor's top management that they will receive the DQEAP Award and will arrange for a joint DoD/contractor DQEAP ceremony at the contractor's plant.

2. Prior to the award presentation, the CAO will advise the contractor, in writing, of the conditions for the use of the DQEAP flag and plaque (e.g., period of time, display, follow-on awards, and advertisement). (See enclosure

4.)

- 3. Once the DQEAP Award Ceremony details have been finalized, the date of the ceremony should be provided by the PLFA to DLA-QR. Also, the PLFA shall provide the OUSDR&E, The Pentagon, Washington, D.C. 20301, with the following information regarding the DQEAP Award Ceremony: Contractor name and mailing address; date, time, and location of the DQEAP Ceremony; Government point-of-contact (name and telephone number); and contractor point-of-contact (name and telephone number).
- F. CAOs will discuss rationale for disapproval of DQEAP Awards if requested by contractor top management. Normally, the CAO QA Division Chief or Commander should discuss the rationale for disapproval.

VIII. FORMS AND REPORTS. DD Form 1232 will be completed as required by paragraph VII and instructions for completing DD Form 1232 (enclosure 2) of this regulation.

BY ORDER OF THE DIRECTOR

GEORGE A. WHITE
Colonel, USAF

Staff Director, Administration

9 Encl

1. DQEAP Award Eligibility Criteria

- Instructions for Preparation of DD Form 1232 to Record the Results of DQEAP Reviews
- 3. DQEAP Plaque Format
- 4. Conditions for the Use of the DQEAP Flag and Plaque and DQEAP Award Advertisement
- 5-9. Examples of Properly Completed DD Forms 1232

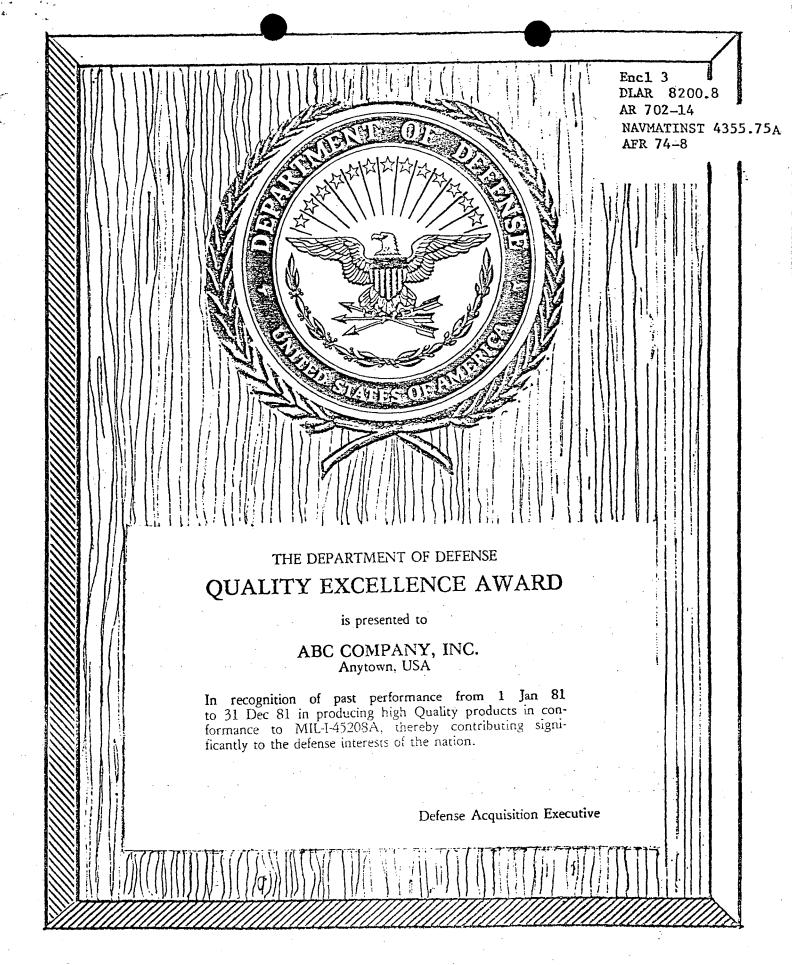
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DQEAP AWARD ELIGIBILITY CRITERIA

- 1. The contractor must be a manufacturer as defined in paragraph IVI.
- 2. Contractors supplying material for the Navy Nuclear Propulsion Program are ineligible.
- 3. The contractor must have at least one prime contract (includes manufacturing locations cited in the prime contract which receive complete in-plant CQA surveillance by the Government under automatic delegations) from a DoD purchasing office which contains a quality requirement of the level specified in FAR 46.202-2 or 46.202-3, i.e., Standard Inspection Requirements, or Higher-Level Contract Quality Requirements and, a requirement for Government CQA at Source. The contractor must have performed continuously as a manufacturer under such a contract or contracts for at least 12 consecutive months preceding the DQEAP Review (this is known as the DQEAP Review Period which is defined in paragraph IVH).
- 4. The contractor must meet every one of the following criteria for a 12 consecutive months DQEAP Review Period (see paragraph 3 above) for the appropriate category:
- a. Category 1 Contractor Facilities with 10,000 or more Government QAMs during the DQEAP Review Period:
 - (1) Not more than 2.50 QDRs per 1,000 Government QAMs.
 - (2) Not less than 94 percent of the QDR responses on time and acceptable.
- (3) Not more than 1.00 MDRs per 1,000 Government QAMs. In addition, all MDR responses must be timely and acceptable (see paragraph IVP).
 - (4) Zero Critical/Significant Corrective Action Requests allowed.
- b. Category 2 Contractor Facilities with 1,000 to 9,999 Government QAMs during the DQEAP Review Period:
 - (1) Not more than one QDR per 1,000 Government QAMs.
 - (2) All QDRs on time and acceptable.
 - (3) Zero MDRs allowed.
 - (4) Zero Critical/Significant Corrective Action Requests allowed.
- (5) Must have at least one Government QAM recorded for each month in the 12-month DQEAP Review Period.

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- c. Category 3 Contractor facilities with 450 to 999 Government QAMs during the DQEAP Review Period:
 - (1) Zero QDRs.
 - (2) Zero MDRs.
 - (3) Zero Critical/Significant Corrective Action Requests.
- (4) Must have at least 450 QAMs with at least one QAM recorded for each month in the 12-month DOEAP Review Period.
- 5. Contractors who have created significant defense-wide quality problems resulting in adverse publicity, degradation of defense readiness, or significant costs to the Government are ineligible for a DQEAP Award for 5 years following Government corrective action approval and closeout. This particular ineligibility judgment must be made at the CAO Commander level or above.



7" x 9" Walnut Plaque with Metalphoto Inscription Plate and Color Emblem (2")

Encl 4 DLAR 8200.8 AR 702-14 NAVMATINST 4355.75A AFR 74-8

CONDITIONS FOR THE USE OF THE DQEAP FLAG AND PLAQUE AND DQEAP AWARD ADVERTISEMENT

- 1. Contractors should agree to display the DOEAP flag only for a period of 12 months following the date of the DOEAP Award. A new DOEAP flag will be awarded to the contractor if a follow-on award is received.
- 2. The DQEAP flag should only be flown in the facility that received the award.
- 3. The DQEAP plaque should only be displayed in the facility that received the award. Because the DQEAP plaque shows the period to which the DQEAP Award applies, it may be displayed as long as desired by the contractor.
- 4. Contractor advertisements mentioning or concerning DQEAP Awards, flags, and plaques, are limited to the following written or oral statement:

**	Corporation/Company, etc. of
(location	and exact facility title) received the Department of Defense's
Quality Ex	cellence Award in recognition of its past performance from
to	in producing high quality products in conformance to
	(MIL-Q-9858A, MIL-I-45208A, Standard Inspection Requirements -
FAR 46.202	-2), thereby contributing significantly to the Defense interests of
the nation	

The contractor may advertise the award only for a period of 12 months after the award.

(No Government indicia of any type may be displayed in the contractor's advertisement.)

5. The contractor will receive one DQEAP plaque and one DQEAP flag at the time of the award.



DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR, USN NAVAL STATION, BOX 119 SAN DIEGO, CALIFORNIA 92136-5119

IN REPLY REFER TO:

4330 Ser 4501A/ 5053 **12 SEP 1986**

Northwest Marine Iron Works 2516 N.W. 29th Avenue Portland, OR 97208

Gentlemen:

On or about December 5, 1986, the Supervisor of Shipbuilding, Conversion and Repair, USN, San Diego, plans to issue Solicitation N62791-87-B-0014 for the regular overhaul of USS BOLSTER (ARS-38). Work includes Underwater Hull Preservation Sea Valve Repairs, Firemain Piping Replacement, Main Engine Overhaul and Dry-docking. The area of competition is limited to West Coast-Wide (CONUS).

If your firm is interested in submitting a bid on this solicitation, notify this office, in writing, no later than October 3, 1986, to allow sufficient time for specifications, plans, and drawings to be ordered for all firms on the mailing list.

Supervisor of Shipbuilding, Conversion and Repair, USN Procurement Division (Code 4501A) Naval Station, Box 119 San Diego, CA 92136-5119

Sufficient copies of all solicitation documents will be provided only for those firms whose response is received by the specified date. Any firms requesting to be placed on the mailing list after that date risk a short bid preparation period due to the time required for duplication and mailing of the solicitation documents.

Sincerely,

D. H. GIFFIN

Captain, SC, U.S. Navy

Contracting Officer

RECEIVED

SEP 1 5 1986

N.W. MI. WKS

Battle Damage Repair Ship Disposals

The last battle damage repair ships (ARB, converted LST) have been stricken: MIDAS (ARB 5, ex-LST 514) and SARPEDON (ARB 7, ex-LST 956) stricken on 15 April 1976.

9 SALVAGE SHIPS: "ESCAPE" AND "BOLSTER" CLASSES

Number	Name	Launched	Commissioned	Status
ARS 8	PRESERVER	1 Apr 1943	11 Jan 1944	AA
(ARS 19)	CABLE	1 Apr 1943	6 Mar 1944	Loan
(ARS 21)	CURB	24 Apr 1943	12 May 1944	Loan
ARS 23	DELIVER	25 Sep 1943	18 July 1944	PA
ARS 25	SAFEGUARD	20 Nov 1943	31 Oct 1944	PA
(ARS 33)	CLAMP	24 Oct 1942	23 Aug 1943	Loan
(ARS 34)	GEAR	24 Oct 1942	24 Sep 1943	Loan
ARS 38	BOLSTER	23 Dec 1944	1 May 1945	PA
ARS 39	Conserver	27 Jan 1945	9 June 1945	PA
ARS 40	Hoist	31 Mar 1945	21 July 1945	AA
ARS 41	OPPORTUNE	31 Mar 1945	5 Oct 1945	AA
ARS 42	RECLAIMER	25 June 1945	20 Dec 1945	PA
ARS 43	RECOVERY	4 Aug 1945	15 May 1946	AA

Builders: Basalt Rock Co, Napa, Calif. Displacement: 1,530 tons standard

1,900 tons full load 2131/2 feat (65,1 m) oa

Length: 213½ feat (65.1 m) oa

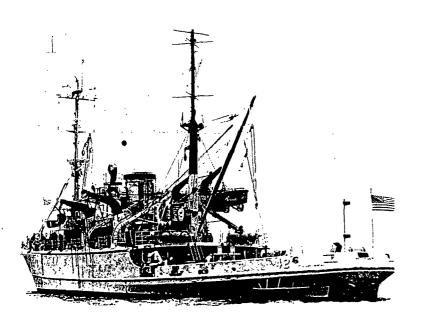
Beam: 39 feet (11.9 m) except ARS 38-43 43 feet (13.1 m)

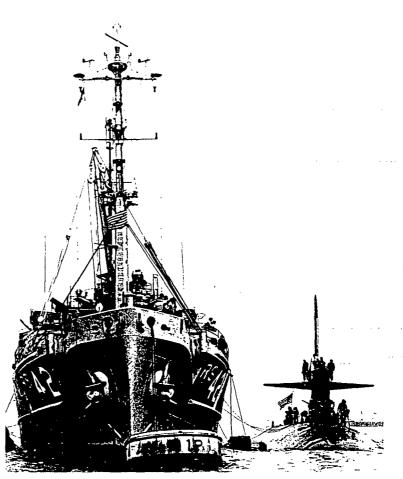
Draft: 13 feet (4 m)

Propulsion: diesel-electric (Cooper Bessemer diesels); 3,000 bhp; 2 shafts

Speed: 14.8 knots, except ARS 38-43 16 knots Complement: 83 (6 O + 77 EM) (120 designed wartime)

Guns: 2 20-mm AA Mk 68 (2 × 1)





RECLAIMER and PLUNGER (SSN 595) (1976, Giorgio Arra)

These ships are fitted for salvage and towing. They have compressed-air diving equipment; earlier ships have 8-ton and 10-ton capacity booms while the later ones have 10-ton and 20-ton booms.

The CLAMP was stricken from the Navy list in 1963 but she was reacquired in 1973 and returned to service. The CHAIN (ARS 20) and SNATCH (ARS 27) were converted to oceanographic research ships (AGOR 17 and 18, respectively).

Four ships listed above are on loan to commercial salvage firms; they can support naval requirements in an emergency situation.

Class: These classes originally included 22 ships (ARS 5-9, 19-29, 38-43 plus ARS 44-49 which were cancelled). Disposals since Tenth Edition: the ESCAPE (ARS 6), GRAPPLE (ARS 7), GRASP (ARS 24) were stricken 1977-1978, with the GRAPPLE transferred to Taiwan.

Guns: The original armament for these classes was up to four 20-mm AA guns in twin mounts. During the post-World War II

2 + 3 SUBMARI

Number	Nai
AS 36	L. `
AS 37	Dix
AS 39	Ем
AS 40	.FR/
AS 41	Mc

Builders:

Displacement:

Length:
Beam:
Draft:
Propulsion:
Boilers:
Speed
Complifiag:
Guns:

These are cifically to s ships (SCB ANGELES-cla ance shops lockers. A h those ships



Submarine ter Submarine Sq



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 981 15-5003

9997 Ser 240-4617 16 JUN 1986

From: Supervisor of Shipbuilding, Conversion and Repair, USN, Seattle

To: Distribution List

Subj: POLICY STATEMENT FOR DRYDOCKING EVOLUTIONS

Encl: (1) SUPSHIPSEAINST 9070.1G of 24 May 1985

1. In order to preclude any possible confusion in regard to the proper procedures to follow during the drydocking evolution of Navy Ships, this policy statement is being distributed to all concerned parties.

- 2. Enclosure (1) outlines internal procedures for the guidance of Navy personnel involved in drydocking. Paragraph three of that instruction vests Navy Docking Inspectors with the authority to stop drydocking evolutions when in their opinion the ship or Navy interests are in jeopardy. For information, Mr. K. Wheeler is the principal Navy Docking Inspector for this Command, or in his absence, Mr. J. Saviano or Mr. C. Flint.
- 3. When a direction to stop the evolution is given by the Docking Inspector, failure to comply will place the Contractor in the position of assuming unlimited liability and further, the Government will not consider any resultant damage recoverable under the Insurance Provisions of the Master Ship Repair Contract.
- 4. While circumstances requiring a direction to stop a drydocking evolution are not expected, it is in anticipation of infrequent but nevertheless, actual occurrences that necessitate policy statements of this nature.

P. F. GRASSER

cc: D. Nugent

J. Carrie

D. Stevens

B. McCauley

J. McMurry

POP Attn: Jeff Twine

RECEIVED

JUN 1 8 1986

N.W. MI. WKS

DISTRIBUTION LIST:

Astoria Marine Construction Company, Astoria, OR The Boeing Company, Aerospace Group, Seattle, WA Dillingham Shipyard, Inc., Portland, OR Duwamish Shipyard, Inc., Seattle, WA Fishermen's Boat Shop, Inc., Everett, WA Lake Union Drydock Co., Seattle, WA Lockheed Shipbuilding Co., Seattle, WA Lockport Marine Co., Portland, OR MARCO Seattle, WA Marine Industries NW, Inc., Tacoma, WA Marine Power & Equipment Co., Seattle, WA Northwest Marine Iron Works, Portland, OR Tacoma Boatbuilding Co., Inc., Tacoma, WA Todd Pacific Shipyards Corp., Seattle, WA Pacific Marine Ship Repair, Inc., Reedsport, OR



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 98115

IN REPLY REFER TO:

SUPSHIPSEAINST 9070.1G Code 200

2 4 MAY 1984

SUPSHIP SEATTLE INSTRUCTION 9070.1G

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List D

Subj: Instructions for Drydocking Evolutions

Ref: (a) NAVSEA 0900-LP-079-5010 (Ship Repair Contracting Manual)

(b) NAVSHIPS Technical Manual Chapter 997

(c) U.S. Navy Regulations 1973, Art. 0752 & 0753

(d) Master Ship Repair Contract

Encl: (1) Report of Weight Change During Drydock Period - SUPSHIP Seattle Form 9070/4

(2) Docking/Undocking Conference Guidance List.

(3) Docking Guidance List

(4) SUPSHIP Docking Memo - SUPSHIP Seattle Form 9070/5

(5) Undocking Guidance List

(6) SUPSHIP Undocking Memo - SUPSHIP Seattle Form 9070/6

- 1. <u>Purpose</u>. To establish procedures and responsibilities for drydocking naval ships under the cognizance of SUPSHIP Seattle, and to delineate the relationship between the Navy Docking Inspector (NDI) and the Contractor's Dockmaster to ensure safe docking and undocking of vessels in Contractor operated drydocks and marine railways, in accordance with references (a), (b), (c), and (d).
- 2. Cancellation. SUPSHIPSEAINST 9070.1F of 2 November 1979.
- 3. Background. All Navy ship construction, repair, and overhaul under the cognizance of this Command is accomplished in private shipyards. The private Contractor is legally responsible for docking and undocking evolutions for Navy vessels under its control by contract provisions and by case law principles. However, contracts for new construction of major ships, and all repair and overhaul contracts, contain a dollar limit on liability of the Contractor regarding both damage to the vessel and damage to third parties. Thus, the Navy has a major share of risk of damage in docking and undocking of Navy ships in private shipyards. The Contractor's responsibilities during docking and undocking evolutions of Navy vessels are established in references (b), (c), The interface between the Supervisor of Shipbuilding and the Contractor is discussed in references (a) and (b). In accordance with the content of these references, the contracts, and the established law, the legal responsibility for docking and undocking evolutions is the Contractor's in the absence of direction from the Government. The presence of a NDI is for the purpose of protecting the Navy's interest, not to give direction to the Contractor. The only exception to this general principle exists when the NDI considers that the ship's safety or other Navy interests would be jeopardized by the action of the Contractor. In this case, he shall direct the Dockmaster

to refrain from such action until the issue is resolved. Such a procedure will not relieve the Contractor of his responsibility but it will protect the Navy's interest, even though there may be cost impact. Safety and protection of the Navy's interest in the vessel shall take precedence over concern for possible cost impact. Docking practices which appear objectionable but do not involve the safety of the ship should not be arbitrarily stopped in the above manner, but should be discussed with a view to persuading the Contractor to correct them. In the event the NDI directs the Dockmaster to refrain from such action, the NDI shall prepare and sign a memorandum for file depicting the circumstances and direction given to the Dockmaster. A copy of the memorandum shall be forwarded to Code 200.

- 4. <u>Duties and Responsibilities</u>. The duties and responsibilities of the personnel representing the Supervisor must be clearly understood by both the Government and the Contractor. All necessary information must be correlated between SUPSHIP and the Contractor and all parties must keep each other properly informed to ensure safe dockings and undockings. It is emphasized that, except when the NDI believes the safety of the vessel is in jeopardy, the Government will exercise no operational control or authority over the Contractor.
- a. The Project Engineer shall act as liaison between the Contractor, Ship's Force, and other SUPSHIP personnel. This includes:
- (1) Participate in the Docking and Undocking Conferences and assure that the NDI and Ship's Force have been notified of the time and date, 48 hours in advance, if possible.
- (2) Ensure the propellers are in docking position, all retractable projections are properly housed, and rudder(s) are amidships.
- (3) Obtain trim, list, and draft readings and forward to NDI. The readings should be verified by the Project Engineer if practicable.
- (4) Inform Ship's Force of the requirement that no weights totalling over 500 pounds or any liquids such as fuel or water shall be shifted, placed on board or removed without permission of the Project Engineer or NDI, and that a Ship's Force Weight Control Officer be designated for ships in commission to keep a record of all permitted weight changes in the format of enclosure (1). The Project Engineer is responsible to keep the Contractor's Dockmaster informed of these changes and deliver the weight change record sheet to the NDI prior to undocking.
- (5) Inform Ship's Force that they shall obtain permission from the Project Engineer or Dockmaster before rotating or removing propellers, rudders, or gun mounts, or before doing any underwater hull or over the side work.
- (6) Obtain a current liquid loading diagram or sounding sheet of all liquid storage tanks and a list of highly inflammable liquid or ammunition and its location, with copies for the NDI and Contractor. One day prior to undocking, the Project Engineer shall obtain an up-dated sounding sheet from the Ship's Force and verify that no significant changes have occurred since docking of the ship.

SUPSHIPSEAINST 9070.1G 2 4 MAY 1984

- (7) For new construction vessels ensure all required SUPSHIP personnel are aboard during all movements of the ship and arrangements have been made for required services (shore power, sewage lines, etc.).
- (8) For new construction vessels or ships without crew, the Project Engineer shall perform the functions of the Commanding Officer (reference (c)).
- b. The NDI shall act as the technical representative for the Navy for all docking evolutions. The NDI will normally be from the Weight and Stability Group under Code 240 and shall perform the following duties:
- (1) Review the certifications for the dock or marine railway to be used to determine if it is certified to dock the vessel at the vessel's current displacement.
- (2) Review the Contractors proposed docking plan for proper block loading, omissions for underwater openings or fittings, hog or sag accounted for, etc. The NDI shall not allow a ship to be docked until he has received an acceptable docking plan.
- (3) Attend the Docking/Undocking Conference and discuss any problems or questions concerning the docking with the Contractor's Dockmaster, including time of docking, block set-up and inspection, sonar air/water interchange, fire protection, etc. Enclosure (2) should be used for guidance.
- (4) Determine the minimum depth of water over the blocks for safe docking taking into account the ship's path moving into or out of the dock, tide fluctuations, etc.
- (5) Personally check the setup of the dock paying particular attention to the following:
- (a) Location of the positioning marks on the dock for determining the position of the ship with respect to the dock.
- (b) Location of the after keel block from the aft reference point.
- (c) Location of all fixed bilge blocks from the aft reference point and their half breadths.
- (d) The height of all bilge blocks, making sure they will clear the bilge keel of the ship.
- (e) Any possible interferences between docking blocks and sea valves or other hull fitting.
- (f) Location of fixed underwater sound apparatus, propellers and any other underwater projections with respect to interference in the dock; making special check of vertical clearance of such locations.
- (g) Level of keel blocks between check points by eye to ensure that none are unduly high.

3 4 MAY 1994

- (h) If haul blocks are used, that tackle runs free and blocks will haul to proper offset.
- (6) Be present prior to docking time to ensure that the dock is ready to receive the ship. Use enclosure (3) for guidance.
- (7) Be present at the time of flooding or hauling out, remain at the dock until all blocks are well covered, and be satisfied that no blocks are adrift or misplaced so as to endanger the ship when landing.
 - (8) Check the position of ship with respect to dock.
- (9) Check the drafts as the ship lands to ensure that there are no obstructions between ship and blocks.
- (10) Immediately after the hauling or pumping, the Docking Inspector, accompanied by the Contractor's Dockmaster, is to make a complete inspection of the bottom of the ship, noting particularly the fit of all blocks. The NDI shall prepare a docking memo noting any irregularities or pertinent comments in the form of enclosure (4). This memo is to be filed with a copy of the docking plan used. If any discrepancies are noted between the docking plan and the actual configuration of the ship, these shall be noted and forwarded with the plan to the Project Engineer for action.
- (11) Receive all weight records and sounding sheets and analyze the effects of any changes prior to undocking.
- (12) Attend an undocking conference with the Contractor's Dockmaster and Ship's Force personnel and discuss with cognizant officers the undocking procedure as follows, using enclosure (2) for additional guidance:
 - (a) Time flooding to commence.
- (b) Necessity of inspection by Ship's Force of the underwater body, sea valves, and all hull penetrations.
 - (c) Time undocking is to commence.
 - (d) Approximate time of arrival of the ship at her berth.
- (e) Compare the tank soundings (before docking and current). Review the statement from the ship of weight changes to ensure that the weight distribution is satisfactory; if not, arrange for the necessary compensations.
- (f) The procedure for handling ship's lines during undocking operations.
- (13) At the time of actual undocking, be present and observe the undocking operations using enclosure (5) for guidance. A completed copy of enclosure (6) shall be filed in the docking file.
- (14) The NDI shall maintain records of all docking evolutions. These records should include docking drawings, docking conference notes,

docking/undocking memos, contractor's stability calculations, and copies of correspondence pertaining to docking. Docking drawings should always be dated and filed with a memo noting the docking position used, discrepancies between the ship and drawing, displacement of vessel, list and trim correction required (including non-symmetric tank loading), and any other notes that could assist in future dockings.

- c. Code 300 and 600 (as applicable) shall monitor the condition of the ship while in dock and perform the following duties:
- (1) Monitor weight changes while the ship is in dock to ensure proper reporting of significant weight changes (over 500 lbs.) to the Project Engineer or Docking Inspector.
- (2) Ensure that all underwater work has been completed prior to undocking and all paint and coatings will have had proper cure time prior to undocking.
- (3) Ensure all blanks have been removed from valves, seachests, etc., prior to undocking.
- (4) During undocking, observe underwater hull penetrations and areas worked on while in dock for evidence of leakage and report significant leaks to the Contractor's representative.
- (5) For vessels under repair, Code 600 shall coordinate the docking and undocking conferences with contractor and Government personnel, similar to the Project Engineer's duties, paragraph 4a(1).
- (6) For vessels under repair, Code 600 shall ensure that all required SUPSHIP personnel are aboard for all movements of the ship, and arrangements have been made for required services (shore power, sewage lines, etc.) similar to the Project Engineer's duties, paragraph 4a(7).

MICHAEL R. TERRY

By direction

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Description of Weight Added, Removed or Shifted (If weight is shifted list old and new location)	Amount of Weight lbs.	R = Removed A = Added	Height of Wt Above Keel (ft) Height over Deck #	Distance Aft from Forward Perpendicular frame 0 FR #	Distance from Center line (ft)	Side of Ship S = Stbd P = Port
	;					
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			ċ	·	,	

Ship ____

Sheet ____ of ____

Date

DOCKING/UNDOCKING CONFERENCE GUIDANCE LIST

- 1. Items to be discussed at the docking/undocking conference should include (where applicable):
 - a. Date and time of docking and dock location or number.
 - b. Provisions for tugs and pilots.
 - c. Bow or stern entry and docking position.
 - d. Condition of list, trim, draft, and stability.
 - e. Minimum depth of water over blocks and minimum tide required.
- f. Handling of lines including point where control changes from tugs to dock and any special problems or conditions anticipated.
- g. Establish Ship's Force Weight Control Officer to be responsible to recording tank soundings and weight changes while the ship is in dock. Tank soundings must be made immediately after docking and 24 hours prior to undocking. Discuss requirements concerning the shifting, removal or addition of weights and the requirement to maintain records of these changes. These records of weight changes and tank soundings shall be forwarded to the Project Engineer in time to allow NDI to perform stability calculations.
- h. Provisions for gangways and other services to be furnished the ship, such as electric power, steam, compressed air, refuse disposal, and sanitary services.
- i. Fire protection and pumping capabilities for ships unable to provide their own (from tugs, dock, P-250 pumps etc.) and when any change in responsibility occurs.
- j. Ship's Force or Contractor will ensure all retractable underwater projections housed, rudder(s) amidships, and propeller(s) in docking position.
- k. Propeller(s), rudder(s), gun mounts, and launchers shall not be rotated in dock without the Dockmaster's permission.
- 1. There will be no underwater hull work performed by Ship's Force without the permission of the Dockmaster and Project Engineer.
- m. Ship's Force shall provide a list of any ammunition or highly flammable liquids and their location to the Project Engineer and the Contractor.
 - n. Arrangements and timing for pumping and filling the sonar dome.
- o. There shall be no heavy load tests made without the Dockmaster's permission.

Enclosure (2)

- p. The Contractor and Ship's Force should discuss safety precautions for ship and personnel while in dock.
- q. Discuss Ship's Force responsibility to station personnel to check for leaks and flooding during undocking.
- r. Discuss any pertinent comments concerning the ship's docking condition and marked-up docking drawing. If no mark-up has been received at this time remind the Contractor that an acceptable docking plan must be submitted prior to docking.
- s. Inform the Contractor that the Navy personnel presence and duties in the matter of docking and undocking are for Navy purposes, and not necessarily to aid the Contractor. These efforts are to protect the Navy's insurable interests. If, however, the Navy Docking Inspector considers the ship's safety or other Navy interests would be jeopardized by an action of the Contractor, he will direct the Dockmaster to refrain from such action until the issue is resolved.

DOCKING GUIDANCE LIST

Prior to the flooding of the dock, the Navy Docking Inspector is to:

- 1. Check the docking plan and personally check the setup of drydock, paying particular attention to the following:
- a. Ascertain that the depth of water over the blocks is sufficient to move the ship into docking position without possibility of damaging projections from the ship or the docking block setup. Take into account the possible fall in tide during the docking. In the event the ship sails directly into dock from sea, ascertain from the Project Engineer the ship's anticipated condition of draft, trim, and list.
- b. Location of the marks on the dock for determining the position of the ship with respect to it.
 - c. Location of the after keel block from the positioning marks.
 - d. Location of all bilge blocks from the stern and their half breadths.
- e. The height of all bilge blocks, making sure they will clear the bilge keel of the ship.
- f. Any possible interference between docking blocks and sea valves or other hull fittings.
- g. Location of fixed underwater sound apparatus, propellers and any other underwater projections with respect to interference in the dock; making special check of vertical clearance of such locations.
- h. Level of keel blocks between check points by eye to ensure that none are unduly high. Make certain the blocks account for any known sag or hog.
- i. If haul blocks are used, that tackle runs free and blocks will haul to proper offset.
 - j. Secure fastening of all blocking to prevent floating.

During the Docking operation, the Navy Docking Inspector is to:

- 1. Be present during the flooding period to ensure that no blocks become misplaced and "hang up" so as to endanger the ship while landing.
- 2. Check the position of the ship with respect to the dock marks for positioning.

Enclosure (3)

- 3. Note the drafts as the ship lands to ensure that there are no obstructions between the ship and the docking blocks.
- 4. Immediately after the docking operation, the Navy Docking Inspector, accompanied by the Contractor's Dockmaster, is to make a thorough inspection of the bottom of the ship, noting particularly the fit of all blocks. Any irregularities found shall be corrected and any blocking or shoring necessary shall be added. If there is any discrepancy between the approved docking plan and the existing hull configuration that requires corrections to be made, the docking plan is to be marked up indicating the changes and forwarded immediately to the Project Engineer.

SUPSHIP DOCKING MEMO

1.	Navy Docking Inspector		
2.	Ship		
3.	Date		
4.	Sill Time	<u>Yes</u>	No.
5.	Drydock certified for ship's current displacement?		
6.	Acceptable docking plan mark-up available?		
7.	Block heights and locations checked to plan?	,	
8.	List and trim satisfactory?		
9.	Provisions made for fore/aft and athwartship alignment?	-	
10.	A. Draft FWD at contact	•	
	B. Draft AFT at contact		
to b	Results of post-docking block inspection (block fit, into blocks/ship, etc. If any damage is done to the dock, a repodde 460.)		
12.	Remarks:	•	

SUPSHIP Seattle 9070/5 (4-84)

Dirdi Oatibe (4)

UNDOCKING GUIDANCE LIST

1. Prior to the flooding of the dock, accomplish the following:

- a. The Navy Docking Inspector shall inspect the dock, the ship, and the blocking, making sure that all blocking is securely dogged to prevent floating after the ship is waterborne, and to make sure that both the ship and the dock are ready for flooding to begin. Additionally, the Navy Docking Inspector shall ensure that bow and centerline sighting markers are provided so that the ship may be relanded if necessary.
 - b. The Navy Docking Inspector should inspect the underwater body of the ship to ensure that there is no incomplete work evident and that the ship appears watertight prior to commencing undocking.

2. During the undocking operation, accomplish the following:

- a. The Contractor's Dockmaster should flood the dock to a depth that will cover as many sea valves and other openings as possible without lifting the ship off the blocks (a good rule of thumb is to flood up to one foot below the draft at which the ship completely landed upon docking, unless the weight change log and tank soundings contraindicate). If a leak is reported prior to reaching this point, the severity of the leak should be determined; if the leak is not serious, flooding should continue to the desired depth to cover other openings and to determine the existence of any other leaks. The ship should be cautioned to note all standing water (such as in flats or condensers) so that it is not falsely reported as a leak.
- b. The Navy Docking Inspector should note the draft of the ship when it becomes waterborne and compare these with the expected values.
- c. The Navy Docking Inspector should remain at the dock until the dock is pumped to the point that all bilge blocks are exposed to ensure none were hit by the ship.

Enclosure (5)

SUPSHIP UNDOCKING MEMO

1.	Navy Docking Inspector		
2.	Ship	-	
3.	Date		
4.	Sill Time	<u>Yes</u>	No
5.	Has weight change report been received?		
6.	Is the current loading satisfactory?		
7.	Dock and blocks inspected for floating debris/unsecured material?		
8.	Underwater body appears watertight?		
9.	Was flooding stopped before ship afloat to check for leaks?		
	A. Waterborne draft FWD		
	B. Waterborne draft AFT		
10.	All cap blocks accounted for?		
11.	Any apparent damage or loose blocks?		
12.	REMARKS:		

ENCLOSURE (6)



NORTHWEST MARINE IRON WORKS

MAILING

P.O. BOX 3109

ADDRESS: PORTLAND, OR 97208

> 5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

910-464-6107 NORMARINE PTL

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, WA 98115

October 25, 1985

Attention: Mr. Robert Morrison, Code 405

Subject:

Revised billing rate submitted in connection with our progress billings on the USS CUSHING (NOO024-85-C-8523)

and the USS DULUTH (N00024-85-C-8506)

Gentlemen:

The following billing rate was submitted with the first progress billings on the USS CUSHING and USS DULUTH, dated October 17, 1985. The billings are currently being reviewed by the Defense Contract Audit Agency (DCAA). The following rate is proposed:

Direct Labor Payroll Taxes and Benefit Manufacturing Overhead General and Administrativ		\$10.63 8.97 4.86 2.97
	Subtota1	27.43
Facilities Cost of Money		.75
	TOTAL	\$28.18

The rates above have been calculated in accordance with FAR Regulations and apply to all direct labor incurred. The rates do not include profit. The rates are to be considered separate from the forward pricing rates also currently being examined by the DCAA. A certificate of overhead costs pertaining to this request for revised billing rate is attached.

Very truly yours,

Mark K. M. Jin

Mark K. McGirr Controller.

MKM/sw Encl.



NORTHWEST MARINE IRON WORKS

MAILING

P.O. BOX 3109

ADDRESS:

PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

September 20, 1985

Attention: Mr. Gene Hulsey

I have attached a copy of Northwest Marine Iron Works current chart of accounts as requested by you. It is our understanding that the use of the attached document is limited to the members of the competition monitoring team as specified in Clause H-36 of the USS DULUTH contract No. N00024-85-C-8506.

The information provided is proprietary and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than use for competition monitoring as specified.

Very truly yours,

Marke My Im

Mark K. McGirr Controller

MKM/sw Encl.



MARINE DIVISION NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

September 20, 1985

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, Washington, 98115

Attention: Mr. Robert Morrison, Code 405

Subject:

Clarification of Revised Forward Pricing Rate

Gentlemen:

We wish to clarify the intent and purpose of our request for a revised forward pricing rate submitted to you in our letter dated September 3, 1985. The request was made for the purpose of establishing a rate to price supplemental and emergent work encountered on the USS CUSHING, Contract No. N00024-85-C-8523, and the USS DULUTH, Contract No. N00024-85-C-8506. It is not intended to apply to progress payment rates on these contracts. Those progress payment rates will be submitted in accordance with contract terms.

In addition, due to oversight, we did not submit a certificate of overhead costs with our request. The signed certificate is attached.

Very truly yours,

Mark K. M. Jun

Mark K. McGirr Controller

MKM/sw Encl.

CERTIFICATION OF OVERHEAD COSTS

This is to certify that:

- 1. I have reviewed the claim submitted herewith;
- 2. All costs included in this claim for overhead costs for pricing rate approval as specified in Northwest Marine Iron Works letter dated September 3, 1985, are allowable in accordance with the requirements of contracts to which they apply and with the cost principles of the Department of Defense applicable to those contracts;
- 3. This claim does not include any costs which are unallowable under applicable cost principles of the Department of Defense, such as (without limitation): advertising and public relations costs (FAR 32.205-1), contributions and donations: (FAR 31.205-8), entertainment costs (FAR 31.205-14), fines and penalties (FAR 31.205-15), lobbying costs (FAR 31.205-22), defense of fraud proceedings (FAR 31.205-47), and goodwill (FAR 31.205-49); and
- 4. All costs included in this claim benefit the Department of Defense and are demonstrably related to or necessary for the performance of the Department of Defense contract(s) covered by the claim.

I declare under penalty of perjury that the foregoing is true and correct.

FIRM:	NORTHWEST MARINE IRON WORKS
SIGNATURE	W. Kolgers Hamis
NAME OF CORPORATE OFFICIAL:	W. RODGERS HIGGINS
TITLE:	VICE PRESIDENT FINANCE/TREASURER
DATE OF EXECUTION.	SEPTEMBER 20, 1985



NORTHWEST MARINE IRON WORKS

MAILING

P.O. BOX 3109

ADDRESS:

PORTLAND, OR 97208

5555 N. CHANNEL AVE., BLDG, 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

September 3, 1985

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, WA 98115

Attention: Mr. Robert Morrison, Code 405

Subject:

Revised Forward Pricing Billing Rate

Gentlemen:

We propose the following forward pricing billing rates effective September 1, 1985:

	Straight Time	<u>Overtime</u>
Direct Labor Payroll Taxes and Benefits Manufacturing Overhead Hourly Productivity Bonus General & Administrative (includes FCOM)	\$10.63 10.11 5.23 3.50 5.02	\$21.26 11.28 5.23 7.00 5.02
·	\$34.49	\$49.79

The rates above have been calculated in accordance with FAR Regulations and apply to all direct labor incurred. The rates do not include profit. The rates proposed reflect all anticipated costs at this time; however, we will propose different rates as new and changed conditions occur.

Very truly yours,

Mark Kyleym

Mark K. McGirr

Controller

MKM/sw

MAILING

P.O. BOX 3109

PORTLAND, OR 97208 ADDRESS:

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

September 5, 1985

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. Robert R. Morrison

Subject:

Contractual Authority and Financial Limitations

Authorization and financial limitations of officers and employees of Northwest Marine Iron Works to our Master Ship Repair Contract No. N62799-70-C-0013 and contracts issued by NAVSEA is established as follows:

Persons authorized to obligate this company for bids, proposals, job order acceptances, price proposals, and modifications of unlimited dollar value:

> William H. Zavin II - President George R. Tuckey - Vice President & General Manager W. Rodgers Higgins - Vice President-Finance

Persons authorized to obligate this company for price proposals and modifications at a dollar value of one hundred thousand and 00/100 (\$100,000.00) dollars or less:

Donald E. Nugent - Project Manager Gordon D. Newell - Project Manager

This letter cancels and supersedes all previous instructions.

Yours very truly,

NORTHWEST MARINE IRON WORKS

William H. Zavin

President

WHZ:ms



MARINE DIVISION NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

910-464-6107 NORMARINE PTL

May 2, 1985

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Subject:

Designations of Functions for Overhead

Reference: Your letter 7000, Ser 431.9-3521 dated 08 April 1985

Gentlemen:

As requested we provide below a detailed identification of labor categories charged to indirect pools as designated.

Indirect Pool	Labor Category	
Production Overhead	Marine Chemists Ship Superintendents Plant Manager Craft Foremen Quality Assurance Plant Maintenance	Salary Salary Salary Salary Salary and hourly Hourly
General and Adminis- trative	Financial Officers Accounting Data Processing Project Managers Technical Documents	Salary Salary Salary and hourly Salary Salary and hourly

If you have any further questions, please do not hesitate to call.

Very truly yours,

Mark K. Mc Sin

Mark K. McGirr Controller

MKM/sw

cc: File

Controller

MWM Da), Portland



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

11420 Ser 460-516 29 January 1985

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: CAUTIONARY ADVISORY ON TIMBER FLOATING DRYDOCKS

Ref: (a) Docking Instruction and Routine Work in Drydock S9086-76-STM-000/CH 997

(b) Weight and Stability S9086-C6-STM-000/CH 096

(c) MIL-STD-1625A(SH)

(d) NAVSEA ltr 11420 Ser 07051/379 of 30 Nov 84

- 1. Recently a non-Navy sectional timber of drydock certified to Navy standards suffered catastrophic failure after docking a non-Navy ship. Several hours after completion of what was considered a satisfactory docking, the ship inclined over on the starboard side, resulting in progressive damage to the pontoon deck and ultimately sinking/scuttling the dock and damage to the ship in dock.
- 2. The purpose of this advisory is to alert activities operating timber floating drydocks, that are certified under reference (c), of the accident and in accordance with reference (d) to delineate the following corrective actions to prevent similar accidents from occurring:
- a. Thoroughly inspect all structural members of the dock and docking blocks for excessive cracking, rot or deterioration.
 - b. Inspect all dock fastenings for corrosion.
- c. Review docking drawings for adequacy and insure that all docking blocks are located over strength members or bridged between strength members so as not to induce excessive stresses in the dock.
- d. Side blocks shall not be placed on pontoon deck planking without reinforcement.
- e. In accordance with reference (a), ship forces are not to move weights (liquid or solid) on the ship without notifying the dockmaster.
- f. Docking block build-up shall be in accordance with references (a) and (b).

3. The structural inspections as described in paragraphs 2(a) and (b) should be scheduled as soon as possible and will be coordinated with a representative of this Command. Point of contact is E. W. King, Code 460, telephone (206) 526-3400.

FEB = 1 1985 MARINE
DIVISION

Sub.i: CAUTIONARY ADIVSORY ON TIMBER FLOATING DRYDOCKS

4. When Navy vessels are involved, the review of docking drawings, including side blocks and docking block building-up, and weight movements on vessels, when in drydock, as described in paragraphs 2(c) through 2(f) will be coordinated with representatives from this Command. Point of contact is K. Wheeler, Code 240, telephone (206) 526-3286.

E. W. KING By direction

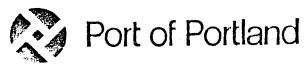
Distribution List:

\$... V

Duwamish Shipyard, Inc., Seattle, WA
Lake Union Drydock Company, Seattle, WA
Lockheed Shipbuilding Company, Seattle, WA
Marine Construction and Design Company, Seattle, WA
Marine Power and Equipment Company, Seattle, WA
Northwest Marine Iron Works, Portland, OR
Port of Portland
Tacoma Boatbuilding Company, Inc., Tacoma, WA
Todd Pacific Shipyards Corporation, Seattle, WA

Copy to: NAVSEA (SEA 07051)





Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

July 12, 1984

Mr. Edward King, Head of Facilities Supervisor, Shipbuilding, Conversion & Repair - Seattle 7500 Sandpoint Way Seattle, WA 98115

NOTICE OF LEASE EXTENSION - CONTRACT N00024-79-L-0003 YFD-69

In accordance with the subject contract, Clause 2. Term of Lease, the Port of Portland hereby notifies the Supervisor, Shipbuilding, Conversion & Repair - Seattle and Naval Sea Systems Command of its intent to extend its lease for the next five year period under its present terms. The Port by separate cover will be proposing a capital program in lieu of rent for future years.

Thank you for your consideration and service.

Charles H. McKeown, Manager Portland Ship Repair Yard

Charles Deux

CHM:rr

cc:

Mr. Harry Jacobs, Contracting Officer,

Naval Sea Systems Command

bcc:

Dave Neset

Brian Playfair

Northwest Marine Iron Works

Dillingham Ship Repair

FMC



NORTHWEST MARINE IRON WORKS

LOCATION: PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

E: (503) 285-7557

TWX: 910-464-6107 NORMARINE PTL

June 11, 1984

Supervisor of Shipbuilding, Conversion and Repair, USN P.O. Box 119 - Naval Station San Diego, CA 92136

Attention: SupShip Code 4501

Irving L. Erbeck, Contract Specialist

Subject:

Your letter Ser. No. 2241 of 1 JUN 84

Gentlemen:

We are interested in receiving the IFB for the ordering of materials, Overhaul, Alteration and Repair of the DTV ELK RIVER (IX-501). The availability time of 24 Sep 84 through 24 Mar 85 will fit our work load planning schedules very well.

We enclose our latest brochure showing some of our facilities. Our No. 4 Dry Dock could handle six vessels of this size at one time. In recent years, we have performed an ROH for four FF-1052 Class, an ROH for the USS HENRY B. WILSON (DDG-7), and we are presently accomplishing an Overhaul and Upgrade of the Missile Tracker USNS OBSERVATION ISLAND (T-AGM23). Our facilities and capabilities are extensive, yet we presently fall within the ship repair limit of 1,000 workers to qualify for Small Business.

We appreciate the opportunity to provide you with a quotation. If the work effort is significant enough for us to overcome the required tranportation costs, I am certain you will find our bid to be most competitive.

Very truly yours,

George Tuckey

Vice President and General Manager

WJM/sw Encl.



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

COPY TO! J. FLYNN
J. LUCIA
L. MILLS
J.T. MITCHELL
D. NUGGOT

5100 Ser 140-2407 16 March 1984

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle, WA

To: See Distribution

Subj: Use of Trichlorotrifluoroethane (MIL-C-81302) in Flushing and Pressure

Testing Installed Hydraulic Systems

Ref: (a) MIL-STD-419, Cleaning and Protecting Piping, Tubing, and Fittings for Hydraulic Powere Transmission Equipment, of 1 December 1976

1. It has been determined that the use of MIL-C-81302, cleaning compound, solvent, trichlorotrifluoroethane, for the flushing and pressure testing of installed hydraulic systems is potentially unsafe. Effective immediately, the use of MIL-C-81302 for pressure testing of hydraulic systems is not authorized.

- 2. A change to reference (a) to eliminate the use of MIL-C-81302 for such purposes is being staffed by the Naval Sea Systems Command.
- 3. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or price or amount of any Government contract. In the event that you consider that these requirements represent a change for which equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing of the Contracting Officer's response.

M. HALL
By direction

Distribution:

Lake Union Drydock Company, 1515 Fairview Ave. E., Seattle, WA 98102 Lockheed Shipbuilding and Construction Company, 2929 16th Ave. S.W., Seattle, WA 98134

Marine Power and Equipment Company, 1441 North Northlake Way, Seattle, WA 98103 Northwest Marine Iron Works, 2516 N.W. 29th Ave., Portland, OR 97208 Tacoma Boatbuilding Company, Inc., 1840 Marine View Drive, Tacoma, WA 98422 Todd Pacific Shipyards Corporation, Seattle Division, P.O. Box 3806, Seattle,

Uniflite, Inc., 9th and Harris Streets, Bellingham, WA 98225





DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 98115

M Caulen Hos Stevens a File

> 11420 Ser 460-10816 30 December 1983

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Port of Portland, Portland, Oregon

Subj: Conditions for Certification of Northwest Marine Iron Works, Port

of Portland, Dry Dock No. 1; compliance with

Ref: (a) NAVSEA ltr 07051/RHP 11420 Ser 74 of 15 Feb 1983

(b) NAVSEA 1tr 07051/RHP 11420 Ser 303 of 09 Jun 1983

(c) NMIW Portland ltr of O6 Jul 1983 (d) MIL-STD-16625A(SH) of O7 Sep 1976

(e) NAVSEA 1tr 07051/RHP 11420 Ser 577 of 14 Dec 1983

1. Conditions for certification data as requested by references (a) and (b) and submitted by reference (c) have been reviewed and determined to be in compliance with the requirements of reference (d).

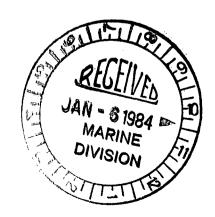
2. In accordance with reference (e), this Command advises Northwest Marine Iron Works, Port of Portland that the conditions for certification applicable to Dry Dock No. 1 have been satisfactorily completed.

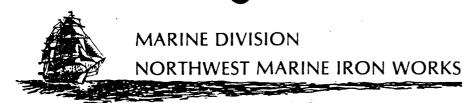
E. W. KING

E.W.1

By direction

Copy to: NMIW Portland





MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2 PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

910-464-6107 NORMARINE PTL

November 14, 1983

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. J. D. Winston

Subject:

Contractual Authority and Financial Limitations

Gentlemen:

Authorization and financial limitations of officers and employees of Northwest Marine Iron Works to our Master Ship Repair Contract No. N62799-70-C-0013 is established as follows:

Persons authorized to obligate this company for bids, proposals, job order acceptances, price proposals, and modifications of unlimited dollar value:

> F. D. Thoman, President George Tuckey, Vice President and General Manager William J. McCauley, Assistant General Manager

Persons authorized to obligate this company for price proposals and modifications at a dollar value of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or less:

> Donald K. Beckwith, Project Manager Donald E. Nugent, Project Manager

This letter cancels and supersedes all previous instructions.

F. D. Thoman President



MARINE DIVISION

NORTHWEST MARINE IRON WORKS

MAILING ADDRESS:

P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE: (503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

October 26, 1983

Department of the Navy Supervisor of Shipbuilding Conversion and Repair Seattle, WA 98115

Subject:

Master Ordnance Repair Program

(Private Sector) NAVSEAINST 62Z1/

JHC, Ser. 233, 21 MAY 1983

Attention: M. R. Terry

Gentlemen:

We at Northwest Marine Iron Works are extremely interested in qualifying for the subject program. In order to present an accurate qualification and to insure we understand as many facets of the MOR as possible, we request a loan of the following technical manuals to assist us:

- 1. NAVSEA 0905-LP-496-2010 SIB
- NAVSEA 0967-LP-566-1010 C & D
- 3. NAVSEA 0967-LP-565-9010 SURF/AIR
- NAVSEA 0967-LP-566-0010 SAS
- NAVSEA 0967-LP-566-2010 NAV
- NAVSEA 0967-LP-566-3010 COMM
- D.P. 4154 Vol. 1 & 2 Only CIWS
- D.P. 3759 MK 86 GFCS
- D.P. 4004 Sea Sparrow
- D.P. 2385 MK 16 Launch Group

We feel the above technical manuals will meet our requirements.

We appreciate any assistance you may give us.

Sincerely.

Georg# Tuckey

resident & Geheral Manager

GT/cm

cc: SupShip 13 Technical Library Code 180



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR. USN SEATTLE, WASHINGTON 98115

8000 Ser 413-6275 20 JUL 1983

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Master Ordnance Repair Program (Private Sector)

Encl: (1) NAVSEAINST 8000.2 of 21 May 1983

ŗ

1. Enclosure (1) is forwarded for information concerning the Master Ordnance Repair Program.

Distribution List:

Lockheed Shipbuilding and Construction Company, Seattle, Wa Northwest Marine Iron Work, Portland, Or Todd Pacific Shipyards Corporation, Seattle Division, Seattle, Wa



DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND WASHINGTON, D.C. 20362

IN REPLY REFER TO

NAVSEAINST 62Z1/JHC Ser 233 21 May 1983

NAVSEA INSTRUCTION 8000.2

From: Commander, Naval Sea Systems Command

To: All Offices Reporting Directly to COMNAVSEA

Distribution List

Subj: Master Ordnance Repair Program (Private Sector)

Ref: (a) NAVSEA 0900-LP-098-6010, Ship Work Authorization Boundaries

(SWABS) for Surface Ships

Encl: (1) SWABS 400, SWABS 700 (MODIFIED)

1. Purpose.

a. To promulgate the Navy Master Ordnance Repair (MOR) program and delineate program responsibilities.

b. To provide procedures for qualifying repair companies (private sector).

2. Definition.

- a. <u>Master Ordnance Repair Program (MOR)</u>. The MOR program is designed for identifying and qualifying, in advance, those private shipyards and companies technically capable of managing combat systems work and conducting combat system testing up to and including stage VII during private sector overhauls of surface combatants.
- b. <u>Combat System</u>. The combat system of surface combatants, for the purpose of this instruction, is the listing of the Command and Surveillance System (SWABS 400) and the Armament System (SWABS 700), enclosure (1). SWABS definitions are contained in reference (a).
- c. MOR Qualification. Declaration by NAVSEA that a company possesses adequate ability and procedures to satisfy MOR program criteria.
- 3. <u>Application</u>. MOR qualification will be included in specification requirements for the private sector overhauls of the following surface ship classes: DDG, CG, CG(N), FFG, DD-963, DDG-993. It applies both to private shipyards and companies under contract to private shipyards for management and testing functions of combat systems.
- 4. MOR Interface. MOR qualification, in itself, does not guarantee the award of combat systems work. The government contractual relationship will continue to be with those shipyards that respond to surface ship overhaul bids or proposals. It will be the responsibility of the responders to identify their MOR qualification either intrinsic to their organization or by sub-contract with a MOR qualified company.

ENCLOSURE (1)

5. <u>Procedure</u>. Commercial firms wishing to apply for MOR qualification should submit a request to Naval Ship Weapon Systems Engineering Station, (NAVSHIPWPNSYSENGSTA), Code 4000. A government survey team will conduct an on-site inspection for the purpose of evaluating a company's ability to manage and test combat systems overhaul work.

Qualification criteria will be furnished by NAVSHIPWPNSYSENGSTA prior to the inspection, and will cover organization, management and control procedures, technical, personnel, testing and past experience.

6. Responsibilities.

- a. The Naval Ship Weapon Systems Engineering Station (NAVSHIPWPNSYSENGSTA, Code 4000) is designated manager of the MOR program and will
- (1) Provide applicants with qualification criteria and information regarding the MOR program .
 - (2) Schedule qualification visits
 - (3) Organize qualification teams
 - (4) Provide team leader
 - (5) Recommend qualification or non-qualification to NAVSEA O6A
 - (6) Maintain records and schedules
- b. NAVSEA O6A is designated MOR program sponsor and will provide program support, implementation, and qualification.
- c. NAVSEA 06 will provide support and NAVSEA/ISEA qualification team members. as requested.
- d. NAVSEA 07 will provide MOR specification as a standard specification requirement. Provide qualification team members from field activities, as requested. Representation will be required for inspections in the local SUPSHIP area.
- e. NAVSEA 91 will include MOR qualification as a specification requirement by October 1983 for the private sector overhaul of the following ship classes: DDG, CG, CG(N), FFG, DD-963, DDG-993.
- 7. <u>Duration</u>. MOR qualifications will be for a maximum duration of two (2) years. Requalification can be requested at any time by the executing SUPSHIP, based upon MOR contractor performance.
- 8. MOR Requalification. It is the policy of NAVSEA to consider MOR requalification for any of the following reasons:
 - a. After two years
 - b. Substandard performance, as recommended by the executing SUPSHIPs

- c. Significant management change, including change of ownership.
- d. Inclusion in Joint Consolidated List of Debarred, Ineligible and Suspended Contractors as outlined in Section I, Part 6 of DAR.
 - e. Bankruptcy
 - f. Convenience of the government
 - g. Best interests of the government.

J. H. WEBBER Acting Commander

Naval Sea Systems Command

Distribution: (2 copies each)

SNDL FKP1 WPNSTA

FKP7 NAVSHIPYD (PHILA Code 1100)

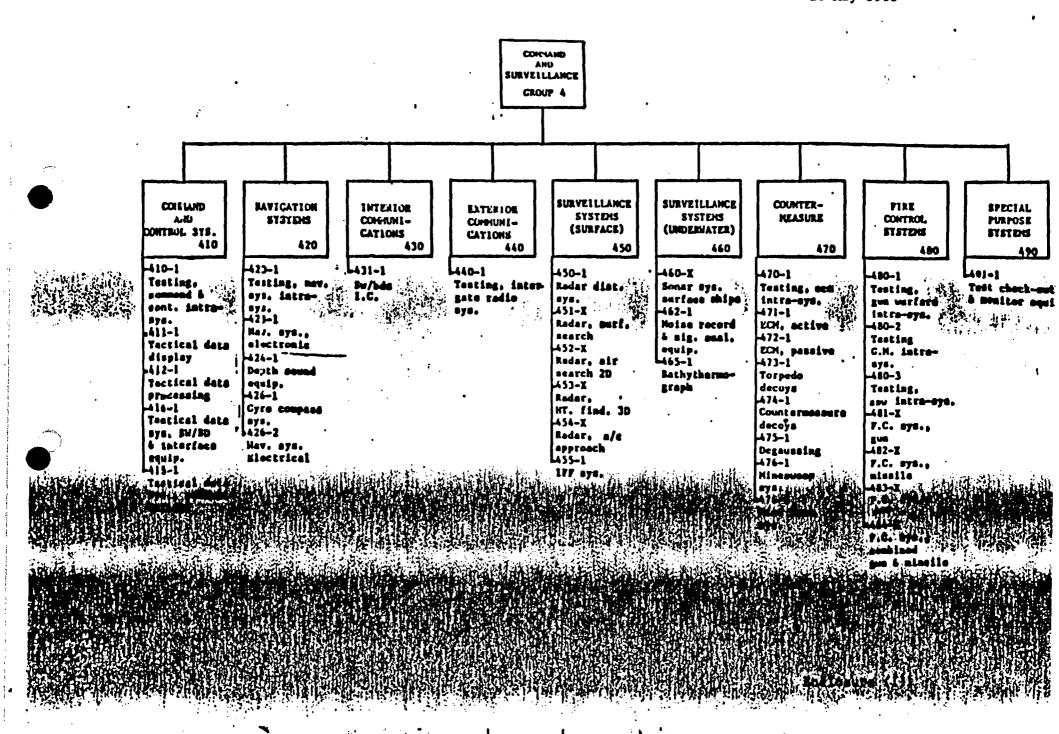
FKP8 SUPSHIP

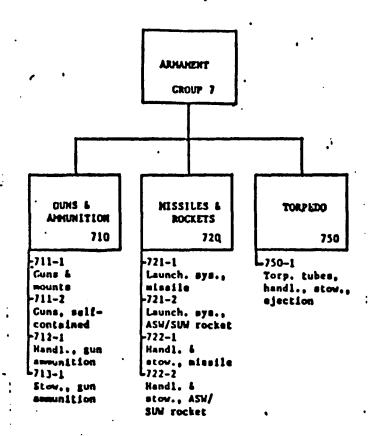
Copy to: (2 copies each unless indicated)

SNDL C37E4 NPPSDO NDW

C37F3 NAVMATDATASYSGRU NAVPUBFORMCEN

SEA-09B354 (50)





Enclosure (1)



MARINE DIVISION NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109

LOCATION:

PORTLAND, OR 97208 PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

September 27, 1983

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. R. R. Morrison

Subject:

Revised Disclosure Statement

Form CASB-DS-1

Gentlemen:

Enclosed are the original and one copy of revisions to the Disclosure Statements for the Marine Division, Shop Division, and Home Office of Northwest Marine Iron Works.

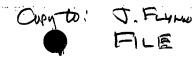
The revisions apply to all contract work performed after June 1, 1983.

Very truly yours,

Bruce A. Dummer

Controller

BAD/sw Encl.





DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING. CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

5100 Ser 140.1-8486 1 9 SEP 1983

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To:

Distribution

Subj:

Potential Personnel Hazard - High Pressure Air Cylinders of Aluminum

and Fiberglass Constructions for Self-Contained Breathing Apparatus

Encl:

(1) Fleet Material Support Office, Mechanicsburg, PA Msg 180832Z Sep 83

1. As a holder of a Master Ship Repair Contract (MSRC), enclosure (1) is provided

in the interest of personnel safety and health.

M. HALL

By direction

Distribution:

Astoria Marine Construction Company

Dillingham Ship Repair

Duwamish Shipyard, Inc.

Fisherman's Boat Shop, Inc.

Foss Launch and Tug Company

General Electric Company

Lake Union Drydock Company

Lockheed Shipbuilding and Construction Company

Marine Construction and Design Company

Marine Industries Northwest, Inc.

Marine Power and Equipment Company

Marine Ways Corporation

Northwest Marine Iron Works

Pacific Fishermen, Inc.

Rowe Machine Works, Inc.

Tacoma Boatbuilding Company, Inc.

Todd Pacific Shipyards Corporation

Umpqua Marine Ways, Inc.

Uniflite, Inc.

SUPSHIDSTATTIF

PRIORITY

PROPITY SEP 19 7 44 AH '83

P 1808327 SEP R3 ZZB 2 DTS NETWORK

FM FLEMATSUPPO MECHANICSBURG PA

RECEIVED

TO ATG THREE FIVE FOUR

INFO COMMAVSUPSYSCOM WASHINGTON DC. NA

NAVSAFECEN NORFOLK VA

ACCT NA-CNRF BT UNCLAS //NO4400//

SUBJ: POTENTIAL PERSONNEL HATARD, HIGH PRESSURE AIR CYLINDERS OF ALUMINUM AND FIBERGLASS CONSTRUCTIONS FOR SELF-CONTAINED BREATHING APPARATUS

- A. NAVSAFECEN NORFOLK VA 251452Z JUL 83 NOTAL
- 1. THE FOLLOWING INFORMATION WAS RECEIVED VIA REF A CONCERNING THE RELIABILITY OF SUBJECT AIR CYLINDERS: QUOTE
- 1. SCOTT AVTATION HAS ADVISED THAT AN ABNORMAL CONDITION MAY EXIST IN SOME OF THE 30-MINUTE HOOP-WRAPPED HIGH PRESSURE AIR CYLINDERS, SCOTT PART NUMBER 802239-U1, WHICH ARE USED IN AIR PACK 4.5 SELF-CONTAINED BREATHING APPARATUS. A SIMILAR PROBLEM MAY EXIST IN CYLINDERS WHICH ARE USED IN SURVIVAIRS 30-MINUTE HIGH PRESSURE (4500 PSL) MARK I AND MARK IT.
- 2. THE MAMUFACTURER OF THESE CYLINDERS, LUXFER USA LIMITED, HAS FOUND THAT A SMALL NUMBER HAVE DEVELOPES CRACKS NEAR THE NECK (VALVE END) WHICH RESULTED IN A LOSS OF AIR. ONE CYLINDER HAS FRACTURED.
- 3. THERE HAVE BEEN NO INJURIES PESULTING FROM THIS CONDITION.
 NEVERTHELESS, DEATH, CERIOUS PERSONAL INJURY OF LIFE THREATENING LOSS
 OF AIR MAY BE POSSIBLE SHOULD A FAILURE OCCUR.
- 4. THE CYLINDER MANUFACTURER HAS ADVISED THAT FOR SCOTT APPARATUS,
 THE PROBLEM IS CONFINED TO CYLINDER SERIAL NUMBER WA-43160 THROUGH
 WA-50178 A'D FOR SURVIVATE CYLINDER, SERTAL NUMBERS WF-20321 THROUGH
 WF-21548. THE CYLINDER MANUFACTURER HAS REQUESTED THAT ALL PERSONS
 TYDWNING, USING OR HAVING ACCESS IN SCOTT OR SURVIVAIR PRESSURE N4500

DLVR: SUPSHIP SFATTLE WA(1) ... ACT

RTD:000-000/COPIES:0004

245301/261 CSN:RXMA00126 1 OF 2 M1 0137

261/22:407 1808327 SEP 83 FLEMATSUPPO MECHANICSRURG PA

NWMAR121948

500 V

PST) 30-MINUTE HOUP-WRAPPED AIR CYLINDERS THMEDIATELY INSPECT ALL CYLINDERS AND SEGREGATE THOSE WITH THE SERIAL NUMBERS IN QUESTION, AND CARRY OUT THE FULLOWING PROCEDURE:

- A. IF THE CYLINDER IS FILLED, ITS ENTIRE CONTENTS SHOULD IMMEDIATELY BE VENTED IN ORDER TO RELIEVE INTERNAL PRESSURE.
- B. THESE VENTED CYLINDERS SHOULD BE RETAINED AND SEGREGATED FROM ALL OTHER CYLINDERS BY BEING PLACED IN A SECURE PLACE AND MAPKED CONSPICUOUSLY WITH A TAG BEARING THE NOTATION "DO NOT USE" OR A SIMILAR WARNING.
- C. UNDER NO CIRCHNSTANCES SHOULD ANY OF THE CYLINDERS IN QUESTION BE SOLD, FILLED OR REFILLED, OR USED FOR ANY PURPOSE.
- 5. THE SERIAL NUMBER IS VISIBLE IN THE LEFT PORTION OF THE CYLINDER IDENTIFICATION LABEL OR STAMPED INTO THE METAL DOMED TOP OF THE CYLINDER. IMMEDIATELY REMOVE FROM SERVICE ALL CYLINDERS WITH SERIAL NUMBERS INDICATED ABOVE. DISPOSITION OF THESE CYLINDERS SHOULD BE IN ACCORDANCE WITH NAVSUP PUBLICATION P-485.
- 6. THESE PROBLEM CYLINDERS ARE NOT USED IN BREATHING APPARATUS MANUFACTURED BY MINE SAFETY APPLIANCES. WIDE DISSEMINATION OF THIS SAFETY ADVISORY IS REQUESTED. UNQUOTE
- 2. THE PURPOSE OF THIS MSG IS TO ALERT MAVY CUSTOMERS OF THE POTENTIAL DANGER USING THESE CYLINDERS. THERE IS EVIDENCE THAT AT LEAST ONE NAVY CUSTOMER LOCALLY PROCURED THE CYLINDER. FLEMATSUPPORESEARCH INDICATES SUBJ CYLINDER NOT IDENTIFIED TO NSN. ALSO, THE END USE HIGHER ASSEMBLY, BREATHING APPARATUS (NSN 9G 4240-01-120-4489) NOT A MAVY REGISTERED USE ITEM.
- 3. FLEMATSUPPO CASE 3-4469-9G-06 TS ASSIGNED FOR RECORD PURPOSES.
- 4. FLEMATSUPPO POC IS MR. A. J. HUDDCK, 9142, AUTOVON 430-4224.
- 5. FOR TYCOMS: REQUEST ABOVE INFO BE PROMULGATED TO APPROPRIATE FLEET UNITS.
 BT

245301/761 C5N:RXMA00126 2 OF 2 M1 0137

261/22:407 180832Z SEP 83 FLEMATSUPPU MECHANICSBURG PA



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

in Reply Refer to 5100 Ser 140-6971 29 July 1983

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution

Subj: Ship System Advisory - Occupational Safety and Health Alert for

Installation of Plastic Tub Inserts

Encl: (1) NAVSSES Philadelphia, PA msg 262032Z Jul 83

1. As a holder of a Master Ship Repair Contract (MSRC), enclosure (1) is

is provided in the interest of personnel safety and health.

M. HALL

By direction

Distribution: Astoria Marine Construction Company Dillingham Ship Repair Duwamish Shipyard, Inc. Fisherman's Boat Shop, Inc. Foss Launch and Tug Company General Electric Company Lake Union Dry Dock Company Lockheed Shipbuilding and Construction Company Marine Construction and Design Company Marine Industries Northwest, Inc. Marine Power and Equipment Company Marine Ways Corporation Morthwest Marine Iron Works Pacific Fishermen, Inc. Rowe Machine Works, Inc. SEA-TAC Alaska Shipbuilding Corporation Tacoma Boatbuilding Company, Inc. Todd Pacific Shipyards Corporation Umpqua Marine Ways, Inc. Uniflite, Inc.

POUTTNE

a production

JUL 28 7 31 AM '83

R 2620327 JUL 83

FM NAVSSES PHILADELPHIA PA

TO COMMAVATREAMT NORFOLK VA COMMAVSURFLAMT NORFOLK VA COMSUBLAMT NORFOLK VA ALL MAVAL SHTPYARDS NAVSHIPREPEAC GUAM MI NAVSHIPREPEAC YOKUSUKA JA

INFO CNO MASHIMGTON DC CINCPACELT PEARL HARBOR HI CMET PENSACOLA EL COMMANSEASYSCOM WASHINGTON DC COMTRAPAC SAN DIEGO CA PRESINSURV MASHINGTON DC NAVENVIRHLIHCEM NORFOLK VA COMMANSURSYSCOM WASHINGTON DC NAVSFACENLANT PORTSMOUTH VA

ACCT NA-CHPF BT UNCLAS //NO5100// RECEIVED

COMMAVATRPAC SAN DIEGO CA COMMAVSUREPAC SAN DIEGO CA COMSURPAC PEARL HARBOR HI ALL SUPSHIPS NAVSHIPREPFAC SUBIC BAY RP

CINCLANTELT NORFOLK VA
CINCUSNAVEUR LONDON OK
CHNAVMAT WASHINGTON
BUMED WASHINGTON DC
COMTRALANT NOPFOLK VA
NAVSAFECEN NORFOLK VA
COMNAVAIRSYSCOM WASHINGTON DC
COMNAVLOGPAC PEARL HARBOR HT
NAVSEACENPAC SAN DIEGO CA

SUBJ: SHIP SYSTEM ADVISORY 056-83: OCCUPATIONAL SAFETY AND HEALTH ALFRT FOR INSTALLATION OF PLASTIC TUBE INSERTS

- A. NAVSSES PHILADELPHIA PA 292253 JAN 82 (FLEET ADVISORY 003-82)
 B. FONECUM 23 MAY NAVSEA (B. UNKEL) AND NAVSSES (E. VIKINGSTAD)
- 1. SUMMARY. REF A PROMULGATED PROCEDURES FOR INSTALLATION OF PLASTIC TURE END PROTECTORS (INSERTS) IN ALL SURFACE SHIP AIR CONDITIONING PLANT CONDENSERS. BECAUSE OF THE TOXICITY OF THE SPECIFIED ROMOTING CEMENTS NAVSFA REQUESTED BY REF B THAT AN OCCUPATIONAL SAFETY AND HEALTH ALERT BE ISSUED. END OF SUMMARY.
- 2. GOODYEAR PLICHOND 20 AND 30 POTH CONTAIN METHYL ETHYL KÉTONE (MEK), A MILDLY TOXIC SOLVENT WHICH IS FLAMMABLE AT ORDINARY ROOM TEMPERATURES. THE FOLLOWING SAFETY PRECAUTIONS SHOULD BE OBSERVED WHEN USING THIS MARKETAL..

A. PROVIDE ADEQUATE VENTILATION OF THE WORK AREA BY THE USE OF

DEVRISUPSHIP SEATTLE WA(4) ... ACT

RTD: 000-000/COPIES: 0004

982794/208 CSN:RXNA00173 1 OF 2 M1 0173 `209/05:25Z 262032Z JUL 83 NAVSSES PHILADELPHIA PA

 NWMAR121951

PORTABLE FAMS AND EMPLOY THE SAME SAFETY PRECAUTIONS AS WITH OTHER FLAMMABLE SOLVENTS. THE VAPORS SHOULD BE DIRECTED TO THE OUTSIDE ATMOSPHERE OR, IF THIS IS IMPUSSIBLE, TO A VERY LARGE WELL VENTILATED SPACE WHICH IS FREE OF OPEN FLAME, OPEN MOTORS, OR OTHER SPARK PRODUCING EQUIPMENT.

- B. CAUTION: NO SMOKING IN THE IMMEDIATE OR ADJACENT AREA.
 TREAT AS FLAMMABLE SOLVENT.
- C. CAUTION: DO NOT INHALE VAPORS FROM AN OPEN CONTAINER. DO NOT LEAVE LAPGE CONTAINERS OPEN LONGER THAN ABSOLUTELY NECESSARY.
- D. USE SMALL CONTAINERS AND SMALL BRUSHES FOR APPLICATION. DO NOT PERMIT THE CEMENT TO CONTACT THE EYES, MOUTH OP SKIN. WEAR SAFETY GLASSES, INHALATOR AND PLASTIC GLOVES. THE INHALATOR SHOULD BE OF THE CARTRIDGE TYPE CONTAINING A CARTRIDGE SUCH AS MSA COMFO-2 DESIGNED FOR PROTECTION AGAINST ORGANIC VAPURS. THE PLASTIC GLOVES SHOULD BE OF NEOPRENE OR BUNA-N. DO NOT USE NATURAL RUBBER OR PVC GLOVES. IN THE EVENT OF CONTACT WITH EYES OR MOUTH, SEEK MEDICAL ATTENTION INMEDIATELY. IF CONTACT WITH A SMALL AREA OF THE SKIN IS MADE, NO HARMFUL IRRITATION OR OTHER DAMAGE SHOULD RESULT IF THE AFFECTED AREA IS WASHED WITH SOAP AND WATER OR FLUSHED WITH A MILD SOLVENT.
- E. THE GAS FREE ENGINEER SHOULD CHECK THE AREA UPON COMPLETION OF THE WORK AND APPROVE THE SPACES FOR HOT WORK.
- F. ACTION ADDRESSEES ARE REQUESTED TO DISTRIBUTE THIS INFORMATION TO THOSE CONCERNED WITHIN THEIR COMMAND.
- G. NO EDSS OR PMS CHANGES WILL BE REQUIRED. ALL SUPFACE SHIP AIR CONDITIONING PLANT CONDENSER FECHNICAL MANUALS WILL BE CHANGED NET 13 APR 84.
 BT

992794/208 CSN:RXMA00173 2 OF 2 41 0173 209/05:25Z 262032Z JUL 83 NAVSSES PHILADELPHIA PA



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO 4710 Ser 602-6516 15 JUL 1983

Supervisor of Shipbuilding, Conversion and Repair, USN, Seattle, WA

To: Distribution List

Ship Repair Workload Forecast for the Naval Base Seattle Area of

Responsibility

Encl: (1) Tentative Projected Workload Listing

1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the Naval Base Seattle Area of Responsibility.

This projected workload is based on the best estimate of future Navy Ship Repair Workload for the area and is subject to change. It does not represent or imply that it will ultimately be accomplished, nor is it a guarantee of future work to be awarded to any contractor in the area.

Distribution List:

Astoria Marine Construction Co., Astoria, OR

The Boeing Company, Seattle, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Shipyard, Inc.,

Seattle, WA

Fisherman's Boat Shop, Inc.,

Everett, WA

Foss Launch and Tug Company

Seattle, WA

General Electric Company,

Portland, OR

Lake Union Drydock Company,

Seattle, WA

Lockheed Shipbuilding and Construction

Company, Seattle, WA

Marine Construction and Design Co.

Seattle, WA

Marine Industries Northwest, Inc., Tacoma, WA

Marine Power & Equipment Company,

Seattle, WA

Marine Ways Corporation,

Portland, OR

Northwest Marine Iron Works,

Portland, OR

Pacific Fisherman, Inc.,

Seattle, WA

Rowe Machine Works, Inc.,

Seattle, WA

Tacoma Boatbuilding Company, Inc.,

Tacoma, WA

Todd Pacific Shipyards Corporation,

Seattle, WA

Umpqua Marine

Coos Bay, OR

Uniflite, Inc., Bellingham, WA

CC: TUCKEY MECAULEY

NWMAR121953

4710 Ser 602-6516 **15 JUL 198**3

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMNAVBASE Seattle
COMNAVSHIPYD Bremerton, WA
NIS SEATTLE
NSC PUGET SOUND, WA
Small Business Admin., Seattle
(ATTN: C.H. FERGUSON)

SHIP REPAIR WORKLOAD FORECAST FOR MASTER SHIP REPAIR CONTRACTORS WITHIN THE NAVAL BASE SEATTLE AREA OF RESPONSIBILITY

(FORECAST COVERS PLANNED WORKLOAD FOR CURRENT QUARTER AND PROJECTED WORK

through 1984

DATA DATE: THIS IS A PLANNING DOCUMENT AND IS SUBJECT TO CHANGE WITHOUT NOTICE

THIS PROJECTED WORKLOAD IS BASED ON THE BEST ESTIMATE OF FUTURE NAVY SHIP REPAIR WORKLOAD FOR THE AREA AND IS SUBJECT TO CHANGE. IT DOES NOT REPRESENT OR IMPLY THAT IT WILL ULTIMATELY BE ACCOMPLISHED NOR IS IT A GUARANTEE OF FUTURE WORK TO BE AWARDED TO ANY CONTRACTOR IN THE AREA.

	-											
HULL NO.	SHIP NAME	AVAIL	START	END	, HP	FLT	AREA	метн	CONT	AWARD	PCO	DRYDOCK
YON-102		RO	4th Qtr	FY-83	Brem (NSC)	A(District Craft)	НРА	IFB	FFP	30	SSEAT	Yes
YRDH-1		RO	4th Qtr	FY-83	Brem	P(District Craft)	НРА	IFB	FFP	30	SSEAT	Yes
MSO-438	ESTEEN	RA	10/17/83	12/09/83	Seattle	P	нра	IFB	FFP	30	SSEAT	Yes
MSO-492	PLEDGE	RA	11/07/83	12/16/83	Seattle	P	НРА	IFB	FFP	30	SSEAT	Yes
LST-1182	FRESNO	RO	01/09/84	08/24//84	San Diego	P	CWA	IFB	FFP	120	SSD	Yes
MSO-437	ENHANCE	RA	01/09/84	02/17/84	Tacma	P	НРА	IFB	FFP	30	SSEAT	Yes
MSO-488	CONQUEST	RA	02/13/84	03/27/84	Seattle	P	НРА	IFB	FFP	30	SSEAT	Yes
AOE-2	CAMDEN	RA	05/07/84	06/30/84	Brem	P	НРА	IFB	FFP	30	SSD	No
ARD-30	SAN ONOFRE	RO	08/01/84	02/10/85	San Diego	P	CWA	1FB	FFP	120	SSEAT	Yes
MSO-455	IMPLICIT	RA	08/13/84	09/21/84	Tacma	P	НРА	IFB	FFP	30	SSEAT	Yes

Enclosure (1)

SHIP REPAIR WORKLOAD FORECAST FOR MASTER SHIP REPAIR CONTRACTORS WITHIN THE NAVAL BASE SEATTLE AREA OF RESPONSIBILITY

DEFINITION OF INFORMATION ENTRIES (in order of appearance)

HULL NO	- Ship Type Designator and Number of the Hull	PROCURE METH (continued)
NAME	- Ships Name	RFP - Request for proposal; requests a proposal in accordance with an outline provided; evaluated
AVAIL	- Type of Availability	using announced award factors seeking the offer most advantageous to the government, including
	RO - Regular Overhaul	price and other factors
	NRT - RO of Naval Reserve Training Ship	FSS - Formal source selection; evaluates RFPs using an
	RA - Selected Restricted Availability	evaluation organization in accordance with NAVMAT and NAVSEA instructions for evaluating large or complex RFPs
START	 Availability Start Date (MM/DD/YY) 	Comblex Kila
END	- Availability Completion Date (MM/DD/YY)	CONTRACT TYPE - The type of contract that is expected to result from the solicitation:
HOMEPOR		FFP - Firm Fixed Price
	operational control of the fleet	CPFF - Cost Plus Fixed Fee
FLT	- A - Atlantic Fleet	CPAF - Cost Plus Award Fee
	P - Pacific Fleet	CPIF - Cost Plus Incentive Fee
SOLICIT	AREA - Area in which offerors will be solicited:	FPI - Fixed Price Incentive
	HPA - Homeport area; 50 mile radius around the homeport	AWARD INTERVAL - The number of days between the award of the overhaul
	ESA - Extended solicitation area; approximate 200 mile radius around the homeport	contract and the start of the availability
	CWA - Coast wide area; includes total cost, including Gulf Coast, of CONUS homeports	
PROCURE	METH - The type of contractor response and government evaluation technique to be used:	
	IFB - Invitation for bid; requests formally advertised fixed price bids, where lowest price is paramount in selecting the contractor	PCO - Activity assigned responsibility for procuring the industrial effort from the private sector for this ship

SHIP REPAIR WORKLOAD FORECAST FOR MASTER SHIP REPAIR CONTRACTORS WITHIN THE NAVAL BASE SEATTLE AREA OF RESPONSIBILITY

KEY TO ABBREVIATIONS

HOMEPORT

ADAK - ADAK, AL

BREM - BREMERTON, WA

CONCD - CONCORD, CA

SD - SAN DIEGO, CA

SEATLE - SEATTLE, WA

TACHA - TACOMA, WA

PCO - Activity Assigned Responsibility for Procuring the Industrial Effort from the Private Sector for this ship.

SSD - SUPSHIP, SAN DIEGO

SSF - SUPSHIP, SAN FRANCISCO

SSEAT - SUPSHIP, SEATTLE



MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

July 6, 1983

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. E.W. King

Code 460

Subject:

Facility Certification

Port of Portland Drydock No. 1

Reference:

SupShips Seattle Letter 11420

Serial No. 460-2349 Dated 11 March 1983

Gentlemen:

Please find enclosed the information required by the referenced letter for certification of Drydock No. 1.

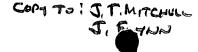
Revised sections of the certification book are the cover sheet and revision sheet, sections I-5, II-1, II-4, III-3, and IV-1. The sections should be removed from your existing books and replaced with these revised copies. Individual sheets that have been changed are marked "Revision B."

Very Truly Yours,

Don Stevens

Naval Architect

DS/mh Encl.





DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE. WASHINGTON 98115

IN REPLY REFER TO: 5100 Ser 190-5960 27 June 1983

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle, WA

To:

Distribution

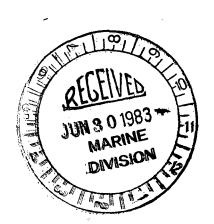
Subj: Polyamide Epoxy Paints

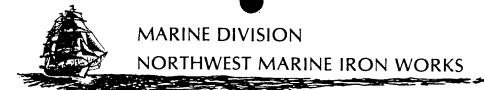
1. As a holder of a Master Ship Repair Contract (MSRC), the following is provided in the interest of personnel safety and health:

- a. Recent Navy tests indicate that personnel applying polyamide epoxy paints manufactured under present MIL-P-24441A specifications, even with a brush or roller, may be subjected to epichlorohydrin levels above the established TWA of 5 ppm.
- b. Epichlorohydrin is not listed as a component of such paints and epoxy resin suppliers claim that the epichlorohydrin content of the resin is kept below 1 ppm. Therefore, it is assumed that epichlorohydrin is being added to the formulation as a diluent to give a less viscous end product.
- The Naval Sea Systems Command has initiated action to modify MIL-P-24441A specifications to limit the epichlorohydrin content of the end product to not more than 5 ppm. This would limit potential epichlorohydrin exposure levels from the paints to only a fraction of the established TWA.

By direction

Distribution: Astoria Marine Construction Company Dillingham Ship Repair Duwamish Shipyard, Inc. Fisherman's Boat Shop, Inc. Foss Launch and Tug Company General Electric Company Lake Union Drydock Company Lockheed Shipbuilding and Construction Company Marine Construction and Design Company Marine Industries Northwest, Inc. Marine Power and Equipment Company Marine Ways Corporation Northwest Marine Iron Works Pacific Fishermen, Inc. Rowe Machine Works, Inc. SEA-TAC Alaska Shipbuilding Corporation Tacoma Boatbuilding Company, Inc. Todd Pacific Shipyards Corporation Umpqua Marine Ways, Inc. Uniflite, Inc.





MAILING

P.O. BOX 3109

ADDRESS:

PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD 5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

June 8, 1983

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, Washington 98115

Attention:

0.1000

Mr. E.W. King

Code 460

Subject:

Facility Certification

Port of Portland Drydock No. 3

Reference:

SupShips Seattle Letter 11420

Serial No. 460-1508 Dated 15 February 1983

Gentlemen:

Please find enclosed the information required by the referenced letter for certification of Drydock No. 3.

Revised sections of the certification book are the cover sheet and revision sheet, sections I-7, II-16, II-17 and III-3. The sections should be removed from your existing books and replaced with these revised copies. Individual sheets that have been changed are marked "Revision B."

Very truly yours,

Don Stevens

Naval Architect

DS/dc Encl.



MARINE DIVISION NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

May 13, 1983

Department of the Navy Headquarters Naval Material Command Contract Insurance Branch Washington, D.C. 20360

Attention:

Contracting Officer

Subject:

Annual Bid Bond

Gentlemen:

In accordance with our contractual obligations, we enclose annual Bid Bond No. YS 818-1459 covering fiscal year ending June 30, 1984, for Master Repair Contract N62799-70-C-0013 and N00033-70-C-0075.

Very truly yours,

George Tuckey

Vice/President(and General Manager

sw Encl.

cc: Supervisor of Shipbuilding, Seattle, WA

Attn: James Winston

Military Sealift Command, Oakland, CA

STANDARD FORM 34	AAIAIII	34-103	DATE BOND EXECUTED				
JUNE 1964 EDITION GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.801		AL BID BOND uctions on reverse)	May 9, 19	83			
PRINCIPAL (Legal name and business address)	· · · · · · · · · · · · · · · · · · ·	•	TYPE OF ORGANIZATION	V ("X" ONE)			
NORTHWEST MARINE IRON W	ORKS	·	INDIVIDUAL .	PARTNERSHIP			
P. O. BOX 3109 Portland, Oregon 97208			JOINT VENTURE	CORPORATION			
			STATE OF INCORPORAT	ION			
CURETY/IFC (V-							
SURETY(IES) (Name, business address, and State of incorp INDUSTRIAL INDEMNITY CO							
421 S. W. Sixth	HE ANI						
Portland, Oregon	BON	D NUMBER: YS 81	Q_1/50				
1 of craima, or egon	DON	D NOMBER. 15 01	.0-1439				
DEPARTMENT OR AGENCY TO WHICH BIDS ARE TO E	BE SUBMITTE	D .	BIDS TO BE SUBMITTED	DURING FISCAL			
DEPARTMENT OF THE NAVY			TEAR ENDING				
			June 30,	19_84			
the United States of America (hereinaft ficient to indemnify the Government in the payment of which we bind oursel- severally.							
The Condition of This Obligation Is Such, that whereas the Principal contemplates submitting bids from time to time during the fiscal year above shown to the department or agency named above for furnishing supplies or services to the Government and desires that all such bids submitted for opening during said fiscal year be covered by a single bond instead of by a separate bid bond for each bid. Now, Therefore, if the Principal, upon acceptance by the Government of any such bid within the period specified therein for acceptance (sixty (60) days if no period is specified), shall execute such further con-							
tractual documents, if any, and give both the time specified (ten (10) days if no failure so to execute such further control Government for any cost of procuring the tion shall be void and of no effect.	period is ractual do	specified) after receipt o cuments and give such bo	f forms by him, or and(s), if the Principa	in the event of al shall pay the			
In Witness Whereof, the Principa seals on the date set forth above.	al and Sur	rety(les) have executed th	nis bid bond and ha	ve affixed their			
SIGNATURES		NAME	S AND TITLES (Typeil)				
John Holles	P	RINCIPAL	71125 (197xii)				
1		1. George Tuckey					
Claras beens	{Seal}	Vice President	& Gen.Mgr.	Corporate			
2.		2.		Seal			
	(Seal)						
		DUAL SURETIES					
1. 1.							
	(Seal)						
2.	, (61)	2.					
	(Seal)	PRATE SURETY		;			
1/ ///		Ι,					
Marlene Loftus		Marlene Loftu Attorney-in-F		Corporate			
Lata Santill	,	^{2.} Kreta Saathoi	f	Seal			

Power of Attorney #896



HOME OFFICE - SAN FRANCISCO

Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

-----MARLENE LOFTUS------

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

-----UNLIMITED-----

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate seal thereto;

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall be issued.'

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 3rd July , 1980

Attest:

INDUSTRIAL INDEMNITY COMPANY

Senior Vice President

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

On this 3rd day of July.

Marion E. Larson , 19 80 , before me,

a notary public in and for the City and County of San Francisco, State of California, personally appeared

J. G. LaPlante

and L. E. Mulryan

Senior Vice President known to me to be the and Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and ear in this certificate first above written.

CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR DE CONTRACTOR D MARION E. LARSON Notary Public-California City & County Of

My Commission Expires March 17, 1983 ⁽CONTRACTORIO CONTRACTORIO (CONTRACTORIO)

Notary Public in and for the City and County of San Francisco, State of California

L. E. Mulryan, Secretary

of INDUSTRIAL INDEMNITY COMPANY,

do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

San Francisco

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY , 1983.

COMPANY at the City of San Francisco, California, this

9th day of

SEAL.





DDG-7 Ser 260.27-079

4 MAY 1983

UNCLASSIFIED UPON REMOVAL OF ENCLOSURES (1) AND (2)

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Nickum and Spaulding Associates, Incorporated, Seattle

Subj: USS HENRY B. WILSON (DDG-7), Ship Information Books, Volume 4 and Volume

5, Chapter 2; forwarding of

Ref: (a) Specification Item 830-21-001

Encl: (1) NAVSEA 0905-LP-006-5050 Ship Information Book Volume 4 (Marked-up) (C)

(2) NAVSHIPS 0270-654-8000 Ship Information Book Volume 5, Chapter 2

(Marked-up) (C)

(3) QDR 260.41-DDG-7-16

(4) ODR 260.41-DDG-7-17

1. Enclosures (1) and (2) forwarded for review are approved for further processing in accordance with reference (a) subject to incorporation of discrepancies as noted on enclosures (1) through (4). Return enclosures (3) and (4) by date shown in block 5 with description of action proposed/taken entered in block 9.

2. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or pifice or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

J. W./PICKETT By direction

Copy to: (w/ encl (3) and (4))
Northwest Marine Iron Works, Portland ◀★



QUALITY DEFICIENCY RECORD - TECHNICAL BATA

MAYSHIPS	4355/15 (9-72) (FRONT) ('	Optional Items)		DATE: 5-2	2-83
	Supervisor of Shipbuilding, USN, Seattle, WA 98115	Conversion, and I	Repair,	2. REFERENCE N 260.41-DDG-7	•. Q DR# 7-16
TO: Northwest Marine Iron Works		•3.		*4· Contract # N00024-82-C-8503	
	rtland, OR 97208 ickum & Spaulding Assoc. Inc.)	*s. Reply by	2 WKS 0	F RECEIPT	is réquested
S. SUBJEC	Ti OOOE LD OOC FOED HES HENDY D	UTI CON / DDG 71			

NAVSEA 0905-LP-006-5050 USS HENRY B. WILSON (DDG-7), SHIP INFORMATION BOOK, VOLUME 4 ELECTRONIC SYSTEMS
THE FOLLOWING APPLIES TO THE SUBJECT DATA:

- 1. REVIEW OF SUBJECT DATA REVEALED THE FOLLOWING DISCREPANCIES:
 - A. CHAPTER 5, PG 5-14 DELETE DESCRIPTION FOR AN/SPA-33 INDICATORS. ADD DESCRIPTION FOR AN/SPA-34 INDICATORS (S/A 415D).
 - B. CHAPTER 7:
 - (1) ADD DESCRIPTIONS FOR AN/GRR-23 RADIO RECEIVER AND AN/GRT-21 RADIO TRANSMITTING SET (S/A 800D).
 - (2) ADD DESCRIPTION OF "STACKED AN/WSC-3'S" (S/A 608K).
 - (3) PG 7-11:
 - (A) UNDER "TRANSMITTERS", ADD AN/GRT-23 AND AN/URF-24.
 - (B) ADD "RECEIVERS" TITLE ABOVE RECEIVER DATA.
 - (C) ADD AN/GRR-23, AN/URR-44 AND R-390A/URR TO RECEIVER DATA.
 - (D) ADD "TRANSCEIVER" TITLE AND ADD AN/URC-46 DATA.
 - (4) PG 7-17:
 - (A) REVISE TACAN SYSTEM DESCRIPTION TO INCLUDE S/A 649K, LIGHTWEIGHT TACAN ANTENNA (AN/URN-25).
 - C. CHAPTER 9:
 - (1) ADD DESCRIPTION FOR AN/BOR-20A SONAR SET (S/A 675K).
 - D. PLATE 1:
 - (1) DELETE TAC MK105 ANTENNA FROM MAST (EQUIPMENT NOT INSTALLED ON SHIP).
 - (2) DELETE TN-345/WRT-1 AND CU-760/WRT-1 AT FRAME 210 IF EQUIPMENT IS NOT INSTALLED.
 - E. PLATE 6: (CONTINUED ON SECOND SHEET)

The requirements of this Q.D.R. do not authorize any change in the terms, conditions, delivery schedule, or price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

7. GOVERNMENT REPRESENTATIVE (Signature) RM (A 3/3/83		
S/N 0105-LF-804-2400		Page	of

(1) CHECK THE USE OF TSEC/KG-36-4 SECURE DEVICES IN THE SECURE TTY SYSTEM: KG-36-4 IS NORMALLY USED TO ENCRYPT AND DECRYPT DIGITAL DATA AND NOT USED IN TELETYPE SYSTEMS.

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QUALITY DEFICIENCY RECORD - TECHNICAL DATA

NAVSHIPS 4355/15 (9-72) (FRONT)	(*Optional Items)	DATE: 5-2-83
Supervisor of Shipbuilding, USN, Seattle, WA 98115	, Conversion, and Repair	2. REFERENCE NO. QDR# 260.41-DDG-7-17
TO: Northwest Marine Iron Works	•3.	•4· Contract # N00024-82-C-8503
Portland, OR 97208	Reply by 2 WKS	OF RECEIPT is requested
6. SUBJECT:		

NAVSHIPS 0270-654-8000 USS HENRY B. WILSON (DDG-7), Ship Information Book THE FOLLOWING APPLIES TO THE SUBJECT DATA: VOLUME 5, CHAPTER 2, WEAPONS FIRE CONTROL SYSTEMS

- 1. PG 2-46 DELETE TAC MK105. EQUIPMENT NOT INSTALLED ON DDG-7.
- 2. PLATE 1 DELETE TAC MK105 ANTENNA FROM MAST.
- 3. PLATE 2 S/A 433 NOT APPLICABLE TO DDG-7.
- 4. PLATE 4 DELETE TAC MK105.

The requirements of this Q.D.R. do not authorize any change in the terms, conditions, delivery schedule, or price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

7. GOVERNMENT REPRESENTATIVE (Signature)	D DATE 5/3	/8.3	• 8 .			
S/N 0105-LF-604-2400	1			Page	of	

Stevens

DEPARTMENT OF THE NAVY

NUSERS DENT SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
P.O. BOX 3408

IN REPLY REFER TO: DDG-7 Ser 170.2-132 10 May 1983

From: Resident Supervisor of Shipbuilding, Conversion and Repair, USN

To: Northwest Marine Iron Works, Portland, Oregon 97217

(attn: Mr. Don Nugent, Project Manager)

Subj: USS HENRY B. WILSON (DDG-7) ROH; disposition of Government Furnished Inspection

PORTLAND, OREGON 97208

Ref: (a) NAVSEA Contract N00024-82-C-8503

(b) RESSUPSHIP Portland Transmittal: DDG-7 Ser 170.2-105 of 10 JUL 1982

(c) SUPSHIP Seattle Code 243 Transmittal No. 219 of 21 April 1982

(d) SUPSHIP Seattle Code 243 Transmittal No. 338 of 21 June 1982

(e) SUPSHIP Seattle Transmittal: DDG-7 Ser 195.3-056 of 10 June 1982

(f) DOD 5220.22M JAN 1983, Industrial Security Manual

(g) RESSUPSHIP Portland Transmittal: DDG-7 Ser 170.2-30 of 2 JUN 1982

- 1. The disposition of Government Furnished Information (GFI) loaned to the contractor for the duration of the USS HENRY B. WILSON (DDG-7) ROH (ref (a)), shall be as follows:
- a. Engineering drawings, reproducibles and prints may be disposed of at the contractor's discretion.
- b. DDG-2 Class microfilm reels reproduced from those provided by reference (b) and retained by the contractor in accordance with reference (a), specification item 997-11-001, price proposal serial #10,022, shall be returned to SUPSHIP Seattle Plan Files Code 243.
- c. DDG2/24 Class aperture card reference file provided to the contractor by reference (c), shall be returned to SUPSHIP Seattle Plan Files Code 243.
- d. BUSHIPS Master Plan microfilm reels provided to the contractor by reference (d), shall be returned to SUPSHIP Seattle Plan Files Code 243.
- e. All technical manuals loaned to the contractor for the reference (a) contract, except NAVSEA technical manual chapters (NSTM's), shall be returned to SUPSHIP Seattle Technical Library, Code 195.3.
- f. Classified MIL-STD-1680A provided to the contractor by reference (e), shall be returned to SUPSHIP Seattle Technical Library, Code 195.2.
- g. Unclassified test memorandums and test procedures, except record copies, may be disposed of at the contractor's discretion.
- h. All classified test memorandums and test procedures, except record copies, shall be destroyed in accordance with reference (f).
- i. Record copies of all classified and unclassified test memorandums and procedures, shall be forwarded to RESSUPSHIP Portland in accordance with the reference (a) specifications not later than 20 May 1983.

- j. The NAVSEA standard plan aperture card file provided to the contractor by reference (g) shall be retained by the contractor.
- 2. All GFI scheduled above for return to SUPSHIP Seattle shall be packaged and sent not later than five (5) days after completion of the reference (a) warranty period, 22 June 1983.
- 3. Packaging and shipment of classified material shall be in accordance with reference (f).
- 4. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to notify the Contracting Officer of the particular technical or contractural requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

R. M. DAUM: By direction

Copy to: SUPSHIP Seattle WA



MARINE DIVISION NORTHWEST MARINE IRON WORKS

MAILING ADDRESS: P.O. BOX 3109

PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD 5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

910-464-6107 NORMARINE PTL

May 6, 1983

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Chris White, Code 195

Subject:

NAVSHIPS Technical Manual (NSTM)

Gentlemen:

Northwest Marine Iron Works requires the NAVSHIPS Technical Manual as a fundamental reference manual for support of the overhaul and repair of Navy ships. This manual is not now held by us.

It is requested that we be provided a set of appropriate chapters of the NAVSHIPS Technical Manual and be placed on distribution for the periodic changes and updates.

Very truly yours,

W. J. McCauley

Manager Engineering and Estimating

JCM/sw

cc: G. Tuckey, NMIW

D. Nugent, NMIW

J. McMurry, NMIW

R. SEMES (MM. PLT.)

J. HAGEN G. TUCKEY

DEPARTMENT OF THE NAVY

W. MCAULIEY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR. USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO:

4710 Ser 612-2883

2 3 MAR 1983

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To:

Northwest Marine Iron Works

2516 N.W. 29th Avenue Portland, OR 97208

Subj:

Overhaul of Designated Mission Critical Equipment; NAVSEA policy for

Ref:

(a) COMNAVSEASYSCOM msg 120111Z MAR 1983

Encl:

(1) NAVSEAINST 4710.11 ser 436 dtd 23 Nov 1983

- Enclosure (1) promulgated COMNAVSEA policy and procedures for the implementation of a comprehensive repair program wherein class B overhauls of selected mission critical equipment will only be performed by authorized NAVSEA Qualified Service List (QSL) contractors. Enclosure (1) is provided for information and reference.
- 2. At the present time mission critical equipment includes, but is not limited to, main feed pumps, all steam driven forced draft blowers, fuel oil service pumps, lube oil service pumps, oil free high and low pressure air compressors, JP-5 service pumps, auxiliary turbine drives and prairie masker air compressors. This list is being finalized by NAVSEA and will be a list of specific manufacturer and model numbers for the generic equipment noted above.
- Reference (a) scheduled a meeting in Washington DC on 30 March 1983 for those contractors interested in being certified to conduct class B overhauls on mission critical equipment. Should you want further information about this meeting, contact Mr. D. Mauch, Code 612, SUPSHIP Seattle, telephone (206) 527-3221 or NAVSEA Code 074G, Mr. Al Tarte, telephone (202) 692-3505.

R. R. MORRISON By direction



DEPARTMENT OF THE NAVY NAVAL SEA SYSTEMS COMMAND WASHINGTON, D.C. 20362

NAVSEAINST 4710.11 0741G/MBG Ser 436 23 November 1982

NAVSEA INSTRUCTION 4710.11

From: Commander, Naval Sea Systems Command

To: Distribution List

Subj: Overhaul of designated mission critical equipments (Hull, Mechanical and

Electrical (H,M&E)) by NAVSEA qualified sources; policy for

Ref: (a) OPNAVINST 4700.7F of 28 Sep 1981, Subj: Maintenance of ships; policies and procedures

(b) NAVSEAINST 4160.2 of 12 Jan 1982, Subj: Technical and Maintenance, Overhaul and Repair Standards (TRS); policy and responsibilities concerning

(c) DAR 3-410.2

- l. <u>Purpose</u>. To promulgate COMNAVSEA policy and procedures for the implementation of a comprehensive repair program wherein Class B overhauls of mission critical equipments will be performed by authorized NAVSEA Qualified Services List contractors.
- 2. Scope. The provisions of this instruction are applicable to all NAVSEA activities that plan, support, conduct or authorize Class B overhauls of naval machinery. Direction for detailed implementation of COMNAVSEA policy stated herein will be issued by separate directives and instructions by the responsible activities as designated in this instruction.
- 3. Background. NAVSEA has experienced numerous incidents of failures of critical shipboard equipment shortly after accomplishment of Class B overhauls. Analysis revealed that the high incidence of failure was due in part to unsatisfactory Class B overhauls by activities which were not fully capable of performing such effort. In view of this, special measures must be taken to insure that activities performing Class B overhauls of critical shipboard equipment are fully qualified to perform same, while at the same time expanding the competitive base for such overhauls beyond the Original Equipment Manufacturers (OEM's) where possible.
- 4. Policy. In accordance with reference (a), it is COMNAVSEA's policy that the the performance of Class B overhauls for selected mission critical equipment, will be restricted to sources qualified by NAVSEA. (The definition of Class B overhaul for the purpose of this instruction is contained in reference (a).) The designation of a mission critical equipment will be limited to those few equipments whose material readiness readily affects the ship's ability to perform its primary and secondary missions.

S-227

COMNAVSEA intends to pursue an active program to develop qualified sources to accomplish Class B overhauls of selected critical machinery and to ensure that competition among qualified sources is predicated on a common technical baseline. The list of designated mission critical equipment will be reviewed and revised as appropriate based on current industry performance and the needs of the fleet.

The following criteria will be used for qualifying sources to accomplish Class B overhauls of designated mission critical equipment.

- a. Possession of requisite technical data to accomplish a Class B overhaul;
- b. Availability of repair parts or possession of technical data necessary to manufacture repair parts;
- c. Possession of requisite facilities and engineering capability to accomplish a Class B overhaul.

The qualified overhaul sources for each designated mission critical equipment shall be listed in a document entitled Qualified Services List (QSL) which shall be distributed under separate correspondence.

For machinery designated as mission critical, NAVSEA field activities will be directed to restrict the accomplishment of Class B overhaul work either to naval shipyards, or NAVSEA qualified sources as listed on the QSL. NAVSEA will execute appropriate Basic Ordering Agreements with the NAVSEA qualified sources which may be utilized by field contracting activities in accordance with reference (c).

- 5. Exceptions. This instruction does not apply to equipment under the cognizance of SEA 08, SEA 06 or NAVELEX nor does it modify existing requirements related to design, operation, maintenance or modification of reactor plant equipment.
- 6. Action and Responsibilities.
 - a. The Deputy Commander for Ship Design and Engineering (SEA 05) shall:
- (1) Manage the QSL Program including establishing and maintaining lists of designated mission critical equipments, implementation and management of the program at repair activities and ensuring that appropriate contracts are maintained.
- (2) Establish qualification criteria and provide contractor qualification certification.
- (3) Develop and promulgate the technical requirements for conducting Class B overhauls of designated mission critical equipment in accordance with reference (b).

- b. The Deputy Commander for Industrial and Facility Management (SEA 07) and the Deputy Commanders for Submarines (SEA 92) and Surface Ships (SEA 91) will review and concur in those equipments submitted as candidates for inclusion in the QSL program.
- c. SEA 07 shall establish management procedures for implementing the policy of this instruction at applicable NAVSEA shore activities.
- d. The Deputy Commander for Contracts (SEA 02) will ensure that all contracts are executed in accordance with current regulations, and will be the principal agent in dealing with QSL contractors on all contractual matters.
- e. NAVSEA shore activities shall take the necessary action to insure that the accomplishment of Class B overhauls of designated mission critical equipments conform to the policy of this instruction and are restricted to NAVSEA qualified sources.

E. B. FOWLER

J. B. Dowler

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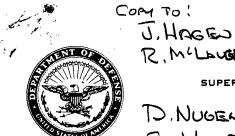
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R. MCLEUGH DEPARTMENT OF THE NAVY

> SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

D. NUGEUT S. WOUD

IN REPLY REFER TO: 5500 Ser 190-2791 17 March 1983

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: See distribution

Subj: Declassification of ECM Equipment and Documentation

Ref: (a) My 1tr 5500, Ser 190-1880 of 18 Feb 83

Encl: (1) NAVELEX 1tr PME107-C9/RH/mrl, 5513 Ser 440/PME107-3 of 18 Feb 83

1. Enclosure (1) is provided for information and guidance. Please attach to enclosure (4) of enclosure (1) to reference (a).

By direction

Distribution:

Dillingham Ship Repair, P.O. 4367, Portland, OR 97208 (N62799-76-C-0001) Lake Union Drydock Company, 1515 Fairview Ave. E., Seattle, WA 98102 (N62799-70-C0008) Lockheed Shipbuilding & Construction Company, 2929 16th S.W., Seattle, WA 98134 (N62799-70-C-0009)

Marine Power & Equipment Company, 1441 North Northlake Way, Seattle, WA 98103 (N62799-70-C0011)

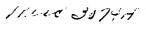
Northwest Marine Iron Works, 2516 N.W. 29th Ave., Portland, OR 97208 (N62799-70-C40013)

Tacoma Boatbuilding Company, Inc., 1840 Marine View Drive, Tacoma, WA 98422 (N62799-70-C-0018)

Todd Pacific Shipyards Corporation, Seattle Division, P.O. Box 3806, Seattle, WA 98124 (N62799-70-C-0019)

Uniflite, Inc., 9th and Harris Streets, Bellingham, WA 98225 (N62799-74-C-0001)







DEPARTMENT OF THE NAME NAVAL ELECTRONIC SYSTEMS COMMAND WASHINGTON, D.C. 20363

PME107-C9/RH/mr1 5513 Ser 440/PME107-3

From: Commander, Naval Electronic Systems Command

FEB 18 1983

Subj: AN/ULQ-6 Series; Declassification of

Ref: (a) NAVELEX 1tr Ser 2648/PME107-3 of 5 Jan 1983

1. Enclosure (4) to reference (a) is modified to add the following:

Nomenclature

TS-3249/SLQ-26(V)
TS-3072/SLQ-26(V)
TS-2991/SLQ-26(V)
CG-3642/SLQ-26(V)
CG-3643/SLQ-26(V)
CG-3644/SLQ-26(V)
CG-3645/SLQ-26(V)
TS-2783/SLQ-19(V)
AN/SLM-2 Series
AN/SLD-1 Series

Description

Test Set, Countermeasures
Test Set, Countermeasures
Test Set, Countermeasures
Waveguide Assembly
Waveguide Assembly
Waveguide Assembly
Waveguide Assembly
Waveguide Assembly
Test Set, Countermeasures
Direction Finding Set

Distribution: SNDL 21A (Pt I)

24A 24D 24F

24H 26S

26U 26Z

26 MM 26 00

1.

29A through 29L

31A 31G

31H 32A

32S

32 TT

C37C (Pt II)

FB25 FB29

FB30

FKA 5 FKA1A

FKA1C

JAMES J. SULLIVAN

By direction of

REWSON Systems Project Manager

Enclosure (1)

MAILING ADDRESS: P.O. BOX 3109

LOCATION:

PORTLAND, OR 97208 PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TWX:

910-464-6107 NORMARINE PTL

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

March 4, 1983

Attention: E. W. King

Subject:

Drydock Questionnaire for Commercial Shipyards

Gentlemen:

Enclosed are completed questionnaires for the four drydocks located at Swan Island, Portland, as requested by your letter of January 26, 1983.

Very truly yours,

Don Stevens

Engineering Dept.

DS/sw Encl.

cc: C. Riqua, Port of Portland

P.O.P. DRYDOCK #1

PART I GENERAL

1. IDENTIFICATION:

Designation - Drydock #1 (YFD-69)

Location - Swan Island, Portland, Oregon

Owner - U.S. Navy

Operator - Port of Portland

2. CONDITION:

Last Survey - June 1982

Hull - Good

Mechanical - Good

Electrical - Good

Fittings - Good

Utilities - Good

Miscellaneous-Satisfactory

Housekeeping- Satisfactory

Overall - Good

3. CERTIFICATION STATUS:

Certified - Expires 1985

4. SUPPORT:

Personnel berthing - 400 in shore facility, new in 1982.

Crane Service - 42 ton

Steam/power/water - meets requirements for 600' ship

5. CAPABILITY AND CAPACITY:

Lift capacity @ 18" freeboard - 13,900 L. Tons

Clear breadth - 87'0" between fenders

Maximum depth over blocks - 29'-11"

Length over blocks - 528'

Length overall including aprons - 598'

Overall dimensions of dock - 598'L x 118'B x 52'-2" D

P.O.P. DRYDOCK #1 - Continued:

PART II UTILIZATION

DATE ON	VESSEL	GROSS TONS	DAYS ON DOCK
1/5/81	Dredge PAPOOSE	544	3.5
2/9/81	UMPQUA 12	2,462	1.5
2/10/81	UMPQUA 14	2,443	1
2/12/81	UMPQUA 9	1,881	8
2/25/81	Barge 33	. 800	1
2/25/81	Tug CAPT. VAN NESS	161	-
2/28/81	Dredge BIDDLE	4,988	22.5
3/30/81	EL CENTRO AMERICANO	2,319	7
4/7/81	Dredge MC CURDY	570	2
4/13/81	ROYAL VENTURE	3,847	4
4/23/81	SS LOMPOC	10,448	4.5
5/12/81	EL CENTRO AMERICANO	2,319	8
9/14/81	Tug SHAVER	410	2.5
9/17/81	OLLIE RIEDEL	1,006	13.5
9/30/81	Tug SENECA	193	2.5
10/6/81	Barge CERES	5,886	1
10/8/81	Dry Dock Unit	1,076	1
10/8/81	Ship's Hull	520	•
10/24/81	TRINIDAD HOUSTON	14,671	2
12/1/81	Tug VAN NUYS	300	1
12/7/81	Tug SIOUX	536	4
12/14/81	Dredge BIDDLE	4,988	4
12/17/81	Tug E. B. NC NAUGHTON	198	5
	Block Building		23
	Idle Time		242.5

PART III AVAILABILITY

Dock would be available for docking U.S. Navy ships for reapir/overhaul purposes about 25% of time in mid 1990's.

PART IV MOVEMENT AND REASSIGNMENT

No changes planned.

P.O.P. DRYDOCK #2

PART I GENERAL

1. IDENTIFICATION:

Designation - Drydock #2 Location - Swan Island, Portland, Oregon Owner/Operator - Port of Portland

2. CONDITION:

Last Survey - November 1980
Wood Hull - Good
Caulking - Fair
Paint - Fair
Electrical - Good
Mechanical - Good
Outfit - Good
Overall - Fair

3. CERTIFICATION STATUS:

No certification plans

4. SUPPORT:

Personnel berthing - 400 in shore facility Crane Service - 104 ton Steam/Power/Water - for 500' ship

5. CAPABILITY AND CAPACITY:

Lift capacity with 18" freeboard - 12,791 L. Tons Clean breadth - 93'-8" at top of blocks
Maximum depth over blocks - 25'
Length over blocks - 458'
Length overall including aprons - 518'

Overall dimensions - 518'L x 126'-6"B x 54'-9"D

PART II UTILIZATION

DATE ON	VESSEL	GROSS TONS	DAYS ON DOCK
1/14/81	Barge 703	2,839	3
2/17/81	UMPQUA 8	1, 881	7.5
2/18/81	Tug SENECA	193∫	
2/24/81	Barge 1002	1,556	1
2/27/81	Barge ST-30	1,245	4.5
3/16/81	Tug UMPQUA	198)	2.5
3/16/81	Tug FRIENDSHIP	173	
3/19/81	Barge OSKI	918	1
3/20/81	Barge SS-5	832	1
3/23/81	Foss Barge 246	1,775	16.5
4/13/81	BG 513 A	986	1
4/27/81	Barge UMPQUA SEAL	741	3.5
5/26/81	Tug TYEE	383	1
8/17/81	WILLAMETTE PILOT	363	2.5
8/24/81	Tug OREGON	281	1
9/18/81	Barge ST-31	1,245)	1.5
9/18/81	Barge ST-32	1,245	
9/21/81	Tug TYEE	383	5
9/29/81	Tug METEOR	349	1
10/12/81	Barge FISHER	1,824	2
12/10/81	Barge 509	1,039	5
12/15/81	Tug CLEARWATER	197	3
12/18/81	Barge HAWAII	6,377	5
12/28/81	Tug TYEE	383	10.5
	Block Building		24
	Idle Time		262

PART III AVAILABILITY

Dock won't be available in 1990's (see Part IV)

PART IV MOVEMENT AND REASSIGNMENT

Dock is now for sale.

P.O.P. DRYDOCK #3

PART I GENERAL

1. IDENTIFICATION:

Designation - Drydock #3

Location - Swan Island, Portland, Oregon

Owner - Port of Portland Operator - Port of Portland

2. CONDITION

Last Survey - October 1980

Hull - Good
Mechanical - Good
Electrical - Good
Fittings - Good
Utilities - Good
Overall - Good

3. CERTIFICATION STATUS

Certified - expires 11 September 1985

4. SUPPORT

Personnel berthing - 400 in complete shore facility Crane Service - 104 ton Steam/Power/Water - for 700' ship

5. CAPABILITY AND CAPACITY

Certified Capacity @ 18" freeboard - 17,000 L. Ton Maximum lifting capacity - 27,000 L. Ton @ 0 freeboard Clear breadth - 112' Maximum depth over blocks - 32' Length over blocks - 592'-6" Length overall including aprons - 661'

Overall dimensions - 661'L x 140'B x 60'-9"D

PART II UTILIZATION

DATE ON	VESSEL	GROSS TONS	DAYS ON DOCK
1/23/81	SS CORNUCOPIA	21,688	10
2/11/81	LESLIE LYKES	11,891	3.5
2/25/81	CHEVRON OREGON	17,091	9
3/9/81	INGER	14,192	1
3/12/81	FORT WORTH	14,712	1
3/16/81	SANTA PAULA	20,066	26.5
4/19/81	PRESIDENT TAYLOR	15,949	4
5/4/81	EXXON GALVESTON	12,769	6.5
5/14/81	Dredge BIDDLE	4,988	2
7/30/81	Dock Unit	2,474	1
7/30/81	Piggyback	1,186∫	'
9/5/81	USNS POTOMAC	15,739	45.5
10/22/81	MOBILOIL	18,615	12.5
11/5/81	ARCTIC CHALLENGER	4,717	5
12/10/81	USNS SHOSHONE	15,626	12
	Block Building		16
	Idle Time		209.5

PART III AVAILABILITY

Dock would be available for docking U.S. Navy ships for repair/overhaul purposes about 25% of time in mid 1990's.

PART IV MOVEMENT AND REASSIGNMENT

No changes planned.

P.O.P. DRYDOCK #4

PART I GENERAL

1. IDENTIFICATION:

Designation - Drydock #4

Location - Swan Island, Portland, Oregon

Owner - Port of Portland Operator - Port of Portland

2. CONDITION:

Built - 1978
Hull - Good
Mechanical - Good
Electrical - Good
Fittings - Good
Utilities - Good
Overall - Good

3. CERTIFICATION STATUS:

Not certified Plan to submit certification in 1983

4. SUPPORT:

Personnel berthing - 400 in complete shore facility Crane Service - 120 ton Steam/Power/Water - for 1100' ship

5. CAPABILITY AND CAPACITY:

Lift capacity @ 18" freeboard - 78,265 L. Ton Clear breadth - 185'-0"
Maximum depth overblocks - 35'-0"
Length over blocks - 902'
Length over aprons - 982'

Overall dimensions - 982'L x 228'B x 73'D

PART II UTILIZATION

DATE ON	VESSEL	GROSS TONS	DAYS ON DOCK
1/15/81	MV GLORY RIVER	30,429	7
1/23/81	CELJE	25,344	2.5
1/26/81	EXXON NORTH SLOPE	263,452	3.5
1/30/81	SS MAUNAWILI	17,807	10.5
2/12/81	EXXON NEW ORLEANS	32,035	10.5
2/23/81	EXXON BENICIA	75 , 272	5.5
3/3/81	Barge PHILLIP F.	9,560	2.5
3/6/81	Barge OAHU	5,830	4.5
3/11/81	GLACIER BAY	38,448	3.5
3/24/81	SISTER KATINGO	15,000	9.5
4/2/81	BG MALOLO	8,169	1.5
4/14/81	OGDEN YUKON	37,784	5.5°
5/10/81	SOHIO RESOLUTE	37,784	4.5
8/21/81	SOHIO RESOLUTE	37,784	1
8/24/81	USNS POTOMAC	15,739	9
9/4/81	KEYSTONE CANYON	74,250	1.5
9/18/81	OVERSEAS JUNEAU	57,701	. 6
9/24/81	THOMPSON PASS	74,251	3
9/27/81	EXXON HOUSTON	34,851	4.5
10/1/81	EXXON NORTH SLOPE	75,272	4
10/7/81	CHESTNUT HILL	44,875	5.5
10/12/81	BROOKS RANGE	74,250	5.5
10/18/81	EXXON BENICIA	75,272	2.5
10/21/81	MOBIL ARCTIC	57,834	5
10/26/81	SANSINENA II	35,633	4.5
10/31/81	ATIGUN PASS	74,250	4
11/4/81	EXXON SAN FRANCISCO	38,144	5
11/11/81	KEYSTONE CANYON	74,250	3
12/2/81	CORNUCOPIA	21,688	6
12/13/81	EXXON BATON ROUGE	38,144	4.5
12/30/81	ATIGUN PASS	74,250	7
	Block Building		31
,	Idle Time		180.5

PART III AVAILABILITY

Dock would be available for docking U.S. Navy ships for repair/overhaul purposes about 25% of time in mid 1990's.

PART IV MOVEMENT AND REASSIGNMENT

No changes planned.



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

1N REPLY REFER TO: 5500 Ser 190-1880 18 February 1983

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle, WA

To: See Distribution

Subj: Master Ship Repair Contract as Applicable; declassification of ECM

equipment and documentation

Ref: (a) DOD 5220.22-M, Industrial Security Manual

Encl: (1) NAVELEXSYSCOM 1tr 5513, Ser 2648/PME107-3 of 5 Jan 83

1. Enclosure (1) is provided for information and guidance.

2. If you hold any of the equipment and/or documentation as indicated by enclosure (1), declassification action may be taken in accordance with Appendix II, reference (a). Declassification action on equipment and material in storage is not required until it is removed for installation or use. CNO letter, Serial 35/38627 of 24 August 1982 is to be cited as declassification authority.

3. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or current negotiated price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which equitable adjustment is in order, you are to immediately advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

M. HALL By direction

Distribution:

Dillingham Ship Repair, P.O. Box 4367, Portland, OR 97208 (N62799-76-C-0001)
Lake Union Drydock Company, 1515 Fairview Ave. E., Seattle, WA 98102 (N62799-70-C-0008)
Lockheed Shipbuilding & Construction Company, 2929 16th S.W., Seattle, WA 98134
(N62799-70-C-0009)

Marine Power & Equipment Company, 1441 North Northlake Way, Seattle, WA 98103 (N62799-70-C-0011)

Northwest Marine Iron Works, 2516 N.W. 29th Ave., Portland, OR 97208 (N62799-70-C-0013)

Tacoma Boatbuilding Company, Inc., 1840 Marine View Drive, Tacoma, WA 98422 (N62799-70-C-0018)

Todd Pacific Shipyards Corporation, Seattle Division, P.O.Box 3805, Seattle WA 98124 (N62799-70-C-0019)

Uniflite, Inc., 9th and Harris Streets, Bellingham, WA 98225 50627



Ref:



PME107-C9/RH/sam 5513 Ser 2648/PME107-3

IN REPLY REFER TO

JAN 05 1983

Commander, Naval Electronic Systems Command From:

To: Distribution

Subj: AN/ULQ-6 Series; Declassification of

NAVELEXSYSCOM 1tr Ser 1985/PME107-3 of 19 Jul 1982 (b) CNO 1tr Ser 35/38627 of 24 Aug 1982 NOTAL 74 -

AN/SLQ-19 Series Equipment List Encl: (1)

AN/SLQ-22 Series Equipment List (2)

(3) AN/SLQ-23 and 24 Series Equipment List

AN/SLO-26 Series Equipment List (4)

- 1. Reference (a) declassified the basic AN/ULQ-6 series electronic countermeasures (ECM) sets and associated AN/SLA-12() and AN/SLA-15() antennas.
- The higher order ECM suites identified in enclosures (1) through (4) have been approved for declassification by reference (b).
- Addressees are requested to downgrade to UNCLASSIFIED the systems/equipments listed in enclosures (1) through (4), and all associated supporting technical documentation including all system/equipment technical manuals, performance and maintenance standards, specifications and engineering drawings, allowance parts lists and training materials. Classification of mission operational documentation shall be downgraded in accordance with guidance from operational commands.
- 4. Addressees are requested to disseminate this guidance to all activities under their Command and to downgrade existing contracts to reflect these changes. Operational commands are requested to review their associated mission operational documentation and to declassify such quidance, as appropriate.

Distribution:

SNDL 21A (Pt I)

24A 24D

24F

24H

265

26U

26Z

26 MM 26 00

29A through 29L

31A

By direction of Day 2004 Systoms Project Manager

JAMES J. SULLIVAN

AN (2)20 (1) 6 (F	Dro. Ano. By	AN/SLQ-19 (5L)	AB/SEQ-15:	AH/SU2-157 (1741	2 73) MET-D75/NV	AN/SLQ-19	AN/SL2-197(SL 1	CVA/LPH -: (EU	CVA/LPH AT GE	CVA/LFII A3 (SL	CVA/LPH A4(SL
AM-4130/ULQ-6B AM-4530/ULQ-6A AM-4530A/ULQ-6A	Prc-Amp, RF Amp, RF (HPA) Amp, RF (HPA)	1 1	1	1	1	1)	2	2	2	ź
AN/APR-25 (V)	Set, DF Pre-Amps Pulse Anal Antenna A2-Ind Disp			4 1 2 1		4 1 2 1	4 1 2 1				
AN/SLA-12 AS-1751/SLA-12 C-6511/SLA-12 C-6512/SLA-12	<pre>Gp, Ant Ant Cont-Ind, Rem Cont-Ind, Loc</pre>				-			2 2 2	2 2 2	2 2 2	2 2 2
AN/SLA-16 AM-6230/SLA-16 C-8382/SLA-16	Gp, Amp-Osc Amp-Osc, RF Cont-Ind		1	1	1	1	1				
AN/SLA-17 CN-1354/SLA-17 O-1592/SLA-17 TD-993/SLA-17	Gen. Gp, Aux. Decep Atten, Var Gen, Aux Decep Gating, RF					1 1 1	1 1 1		2 2 2		2 2 2
AN/SLD-1 AS-2308/SLD-1 C-7851/SLD-1 OA-8482/SLD-1	Set, DF Ant Cont-Ind Comp Gp, Sig Data	1 1 1			1 1 1			111	1 1 1	1 1 1	1
AS-2327/SLQ-19 AS-2480/SLQ-19A AS-2430/SL	Ant Assy Ant Assy Ant Assy	1	1	1	1	1	1				
C-7361/ULO-6A C-7873/SLQ-19 C-7874/SLQ-19 C-8380/SLQ-19A	Cont-Ind Cont-Ind, Rem Cont-Ind, Loc Cont-Ind, Rem	1 1 1	ī	_1				2 2 2	2 -2	2	2
C-8381/SLQ-19A C-9132/SLQ-26(V) C-9133/SLQ-26(V)	Cont-Ind, Loc Cont-Ind, Rem Cont-Ind, Loc		î	î	î	1	1		2	2	2
HD-791/ULO-6A HD-831/SLO-19 HD-832/SLQ-19 HD-833/U HD-860/U	Heat Exch, Lig to Lig Heat Exch, Lig to Air Air Conditioner Comp-Dehyd, Elex Eg Comp-Dehyd, Elex Eg	11111	1	1	1	1 - Г	1 T	2	2 	2 	2
HD-861/SLQ HD-862/SLQ-19A HD-905/SLQ	Heat Exch, Liq to Liq Heat Exch, Liq to Air Dehyd, Air to Gas		1	1	1	1	1	2	2	2	2
MX-6632/SLA-10 O-1331/ULQ-6A	Blanker, Video Mixer	1	1	1	1	1	1	2	2	2	2
OA-8488/SLQ-19 OA-8551/SLQ-19A	Gp, CTMR Gp, CTMR	1	1								
OR-45/SLQ-19 R-1584/SLQ-19 CV-2561/SLQ-19	Gp, Receiver Rcvr Conv, Sig	1	1	1	1			2 2	2 2	2 2	2 2
OR-45A/SLQ-19 R-1584A/SLQ-19 CV-2561A/SLQ-19	G p, Receiver Rcvr Conv, Sig					1	1				
OV-16/SLQ-19 O-1518/SLQ-19 O-1519/SLQ-19	Gen, Gp, Aux Decep Gen, Ref Sig Gen, Sig	1						2 2			
OV-16A/SLQ-19 O-1518A/SLQ-19 O-1519A/SLQ-19	Gen Gp, Aux Decep Gen, Ref Sig Gen, Sig		1	1	1					2 2	
PP-6181/U PP-6489/U PP-6489A/U	PS, 28V PS, 28V PS, 28V	1	1	1	1	1	1	2	2	ż	2

COUNTERMEASURES SET AN/SLQ-19 Series.

ENCLOSURE (1)

•	SLQ-22 (V) 1	LQ-22 (V) 2	SLQ-22 (V) 3	LQ-22 (V	SLQ-22A(V)1	LQ-22A (V) ?	LQ-22A(V)3	SLQ-22A(V)4	SLQ-22B(V)1	LO-22B/UL
	AN/	AN/SLQ	AN/S	AN/SLQ	AN/S	AN/SLQ-	AN/SLQ-	NN/S	AN/S	AN/SLO
AM-3560/ULQ-6A Pre-Amp, RF AM-4130/ULQ-6B Pre-Amp, RF AM-4130A/ULQ-6B Pre-Amp, RF	1	1	1	1	1	1	1	1	_1	<u>1</u>
AM-4530/ULQ-6A Amp, RF (HP AM-4530A/ULA-6A Amp, RF (HP		1	1	1	Ī	1	1	1	1	1
AN/SLA-12 Gp, Ant AS-1751/SLA-12 Ant C-6511/SLA-12 Cont-Ind, Re C-6512/SLA-12 Cont-Ind, Lo		1 1 1			1 1 1	1 1 1				
AN/SLA-15 Gp, Ant AS-2431/SLA-15 Ant C-8270/SLA-15 Cont-Ind, Re C-8271/SLA-15 Cont-Ind, Lo			1 1 2	1 1 2			· 1 1 2	1 1 2	1 1 2	1 1 2
AS-1750/SL Ant AS-2430/SL Ant	2	2	2	2	2	2	2	2	2	2
C-4395/ULQ-6A Cont-Ind C-6325/ULQ-6B Cont-Ind C-6325A/ULQ-6B Cont-Ind	1	1	1	1	1	1	1	1	1	1
C-7361/ULQ-6A Cont-Ind C-7725/ULQ-6A Cont-Ind		1	1 1	1	Ī	_ı_	1	ī ī	ī	$-\frac{1}{1}$
HD-791/ULQ-6A Heat Exch, Liq to L HD-861/SLQ Heat Exch, Liq to L		1	1	1	1	1	1	1	1	1
O-1331/ULQ-6A Osc, RF O-1499/ULQ-6A Osc, AF	1	1 1	1	1 1	1	1	1	1	1	1
PP-6489/U PS, 28V PP-6489A/U PS, 28V	x x	1	1	1	1	1	1	2	1	1

COUNTERMEASURES SET AN/SLQ-22 Series

ENCLOSURE (2)

	AN/SLQ-23(V)1	AN/SLQ-23(V)2	AN/SLQ-24 (V)]	AN/SLQ-24 (V) 2	AN/SLQ-24A (7) 1	AN/SLQ-24A(V)2	AN/SEQ-24B(*)]
AM-3561/ULQ-6A Pre-Amp, RF AM-4131/ULQ-6B Amp, RF AM-4131A/ULQ-6B Amp, RF AM-4530/ULQ-6A Amp, RF (HPA) AM-4530A/ULQ-6A Amp, RF (HPA)	1-		1	1	1 _	1 — —	그 -
AN/SLA-12 Gp, Ant AS-1751/SLA-12 Ant C-6511/SLA-12 Cont-Ind, Rem C-6512/SLA-12 Cont-Ind, Loc		•	1 1 1		1 1 1		
AN/SLA-15 Gp, Ant AS-2431/SLA-15 Ant C-8270/SLA-15 Cont-Ind, Rem C-8271/SLA-15 Cont-Ind, Loc	1 1 2	1 1 2		1 1 1		1 1 1	1 1 1
AN/SLA-16 Gp, Amp-Osc AM-6230/SLA-16 Amp,Osc,RF C-8382/SLA-16 Cont-Ind	1	1	1	1	1	1	1
AS-1750/SL Ant AS-2430/SL Ant	2	2	2	2	2	2	2
HD-791/ULQ-6A Heat Exch, Liq to Liq HD-861/SLQ Heat Exch, Liq to Liq	1	1				ı	
PP-6489A/U PS, 28V	1	2	1		÷		

COUNTERMEASURES SET AN/SLQ-23 & 24 Series

7

ENCLOSURE (3)

•	(7., 50	SEQ-25 (V)	.7333-0	2-	0		0.55.60	2-31	(2)	0-16 (7)	(1.2)	1.60 1.7 - 5
AM-4130/ULQ-6B Pre-Amp, RF	AN/SLO	AN/SI	AN/ST.0	.S/K:	NAW, STO	15/11/2	3	015, Nr. 2	AM/SLQ	Q13/NV	A12/87/514	518/NV
AM-4131/ULQ-6B Amp, RF AM-4530/ULQ-6A Amp, RF (HPA) AM-4530A/ULQ-6A Amp, RF (HPA)	.2	2	2	1 2	2	2	1 2	2	2 (2	2 2	2 2
AN/SLA-12 Gp, Ant AS-1751/SLA-12 Ant C-6511/SLA-12 Cont-Ind, Rem C-6512/SLA-12 Cont-Ind, Loc	2 2 2	2 2 2		1 2 1 2 1 2		2	2 2 2	2 2 2	2 2		2 2 2	
AN/SLA-15 Gp, Ant AS-2431/SLA-15 Ant C-8270/SLA-15 Cont-Ind,Rem C-8271/SLA-15 Cont-Ind,Loc			1 1 1	i	1 1				1	1 1 1		1 1 1
AN/SLA-16 Gp, Amp-Osc AM-6230/SLA-16 Amp-Osc,RF C-8382/SLA-16 Cont-Ind	2 2	2 2	2 2	2 2	•	(2	2 2		2 2
AN/SLA-17 Gen Gp, Aux Decep CN-1354/SLA-17 Atten, Var O-1592/SLA-17 Gen, Aux Decep TD-993/SLA-17 Gating, RF			2 2 2	1 2 1 2 1 2	2 2 2	2 l 2 l 2 l	2 2 2	2 2 2	2 1 2 1 2 1	2 2 2	2 2 2	2 2 2
AN/SLD-1 Set, DF AS-2308/SLD-1 Ant C-7851/SLD-1 Cont - Ind OA-8482/SLD-1 Comp Gp, Sig Data	1111	'1 1 1		1 1 1 1 1	1 1 1	111111111111111111111111111111111111111	1 1 1	1 1 1	111111111111111111111111111111111111111	1 1 1	1 1 1	1
C-7361/ULQ-6A Cont - Ind C-8549/SLQ-26(V) Cont - Ind, Rem C-8550/SLQ-26(V) Cont - Ind, Loc C-8741/SLQ-26(V) Cont - Ind, Rem C-8742/SLQ-26(V) Cont - Ind, Loc C-9132/SLQ-26(V) Cont - Inc, Rem	11				2 - ₁ -	2 ((2 - - 1	2 - 1	— (- -	2 -1	- Ī
C-9133/SLQ-26(V) Cont - Ind, Loc	_ _			<u> </u>	1	1:		1		1	2	1
CM-432/SLQ-26(V) Comp-Elanker HD-791/ULQ-6A Heat Exch, Liq to Liq				1 2	1 2	21	2			1	2	1
HD-861/SLQ Heat Exch, Liq to Liq HD-905/SLQ Dehyd, Air to Gas		2	2		1	1	2	2	2	2	2	2
0-1331/ULQ-6A Osc, RF				l 	2	₽į	2	2	· ·		2	
OR-45/SLQ-19	1 1	1	1	! 1 [1		 	_		1		2 2_	1 1
R-1504A/SLQ-19 Rcvr CV-2561A/SLQ-19 Conv, Sig				t 1	1	11		1	1	1		
OV-16A/SLQ-19 Gen Gp, Aux Decep O-1518A/SLQ-19 Gen, Ref Sig O-1519A/SLQ-19 Gen, Sig	2 2	2 2		t t		1			1			
PP-6489/U PS, 28V PP-6489A/U PS, 28V	1	1	1	1	1) [2	1	1	1	2	1

COUNTERMEASURES SET AN/SLQ-26 Series

ENCLOSURE (4)



GITUCKEY DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN

J. BUTLER SEATTLE, WASHINGTON 98115

IN REPLY REFER TO:

4330 Ser 419-772 19 January 1983

2 copies 1/27/83

MARINE

DIVISION

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Master Contract for Repair and Alteration of Vessels, Modification

No. P00009

Encl: (1) Modification No. P00009(3 cys)(2 cys with DAR Clauses)

1. By enclosure (1), certain provisions of the Master Ship Repair Contract have been modified. In that the revised provisions are incorporated by reference, a copy of the referenced clauses are furnished for your information.

2.—It is requested that you execute and return two copies at your earliest convenience.

R. R. MORRISON

Contracting Officer

Distribution List

Astoria Marine Construction Company, Astoria, OR
The Boeing Company, Seattle, WA
Dillingham Ship Repair, Portland, OR
Duwamish Shipyard, Inc., Seattle, WA
Fishermen's Boat Shop, Everett, WA
Foss Launch & Tug Company, Seattle, WA
General Electric Co., Portland, OR
Lake Union Drydock Company, Seattle, WA
Lockheed Shipbuilding & Construction Co., Seattle, WA
Marine Construction & Design Company, Seattle, WA
Marine Industries Northwest, Tacoma, WA
Marine Power & Equipment Company, Seattle, WA
Marine Ways Corporation, Portland, OR

Northwest Marine Iron Works, Portland, OR
Pacific Fishermen, Inc., Seattle, WA
Rowe Machine Works, Inc., Seattle, WA
SEA-TAC Alaska Shipbuilding Corporation, Tacoma, WA
Tacoma Boatbuilding Company, Inc., Tacoma, WA
Todd Pacific Shipyards Corporation, Seattle Division
Umqua Marine Ways, Inc., Reedsport, OR
Uniflite, Inc., Bellingham, WA

W.J. BUDLER Gy R. Docesy N. B. Menry

EPARTMENT OF THE NAVY

Y SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4710 Ser 602-375

1 1 JAN 1983

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle, WA

To: Distribution List

Ship Repair Workload Forecast for the Naval Base Seattle Area of Subj:

Responsibility

Tentative Projected Workload Listing

1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the Naval Base Seattle Area of Responsibility (formerly Thirteenth Naval District).

2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.

3. Enclosure (1) is a planning document and is subject to change with notice. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned; nor is it a guarantee of future work assignment to any private contractor in the area.

By direction

Distribution List:

Astoria Marine Construction Co.,

Astoria, OR

The Boeing Company, Seattle, WA

Commings Boat Company, Inc.,

Tacoma, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Shipyard, Inc.,

Seattle, WA

Fisherman's Boat Shop, Inc.,

Everett, WA

Foss Launch & Tug Company

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General Electric Company,

Portland, OR

Lake Union Drydock Company,

Seattle, WA

Lockheed Shipbuilding and

Construction Company

Seattle, WA

Marine Construction & Design Co.,

Seattle, WA

Marine Industries Northwest, Inc., Tacoma, WA

Marine Power & Equipment Company, Seattle, WA

Marine Ways Corporation,

Portland, OR

Northwest Marine Iron Works,

Portland, OR

Pacific Fisherman, Inc.,

Seattle, WA

Rowe Machine Works, Inc.,

Seattle, WA

SEA-TAC Alaska Shipbuilding Corp.,

Tacoma, WA

Tacoma Boatbuilding Company, Inc.,

Tacoma, WA

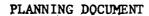
Todd Pacific Shipyards Corporation,

Seattle, WA

Umpqua Marine

Coos Bay, OR

Uniflite, Inc., Bellingham, WA



(Subject to change without notice)

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YR-86	6/83	2 MOS.	2
CV-64 (CONSTELLATION) 5/01/83	3½ MOS.	3
YF-885	4/04/83	3½ MOS.	4
YFN-912	2/28/83	5 MOS.	3,4
YTB-818	5/25/83	3 Mos.	4
***FF-1055 (HEPBURN)	6/06/83	8 MOS.	4
AOE-1 (SACRAMENTO)	7/05/83	1½ MOS.	, 2
MSO-455 (IMPLICIT)	8/15/83	1 MO.	2
MSO-492 (PLEDGE)	10/17/83	1½ MOS.	2
MSO-438 (ESTEEM)	10/17/83	1 MO.	2
MSO-437 (ENHANCE)	1/09/84	1½ MOS.	2
*FF-1088 (BARBEY)	1/09/84	8 MOS.	4
***FF-1083 (COOK)	1/09/84	8 MOS.	4
MSO-488 (CONQUEST)	2/13/84	1½ MOS.	2
AOE-2 (CAMDEN)	5/07/84	1½ MOS.	2
*ARD-30 (SAN ONOFRE)	7/01/84	6 MOS.	4
**FF-1058 (MEYERKORD)	8/06/84	8 MOS.	4
MSO-455 (IMPLICIT)	8/13/84	1 MO.	2
**FF-1053 (ROARK)	4/18/85	8 MOS.	4 .

AST WIDE BID	AREA	1 -	- DRYDOCKING
		2 -	- REPAIR
ALL BUSINESS	SET ASIDE - COAST WIDE/MULTI SHI	PBID 3-	- ALTERATION
		4 -	REGULAR OVHL
AST WIDE/MULT	I SHĮP BID	5 -	- ACTIVATION
		6 -	· INACTIVATION
		7 -	- MODIFICATION
Ĺ	ALL BUSINESS	AST WIDE BID AREA ALL BUSINESS SET ASIDE - COAST WIDE/MULTI SHIP AST WIDE/MULTI SHIP BID	ALL BUSINESS SET ASIDE - COAST WIDE/MULTI SHIP BID AST WIDE/MULTI SHIP BID 2 - 4 - 5 - 6 -

Enclosure (1)

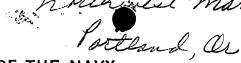
4710 Ser 602-375

11 Jan 1983

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMNAVBASE Seattle
COMNAVSHIPYD Bremerton, WA
MIS SEATTLE
NSC PUGET SOUND, WA
Small Business Admin., Seattle
(ATTN: C. H. FERGUSON)

COPY TO: W.J. BUTLER G. TUUKEY

B. DUMMER W. WINDLEY





DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

7000 4710 Ser 410-10193 1 5 NOV 1982

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To:

Distribution List

Subj: Prompt Payment Act; implementation of

- 1. Congress has recently passed the subject legislation, which became effective on 01 October 1982. The Act, in substance, requires the following:
- a. Payment of a valid contractor invoice within thirty (30) days after receipt by the cognizant office.
- b. Payment of interest on a valid invoice processed later than 30 days, however, a 15 day grace period is allowed.
- c. Return of invoices which are incorrect renders them invalid and the 30 day processing period does not begin until such errors are corrected by the contractor and a valid invoice presented for payment.
- d. Return of incorrect invoices received by the paying office within 15 days of receipt. Such invoices are not considered valid, and the 30 days processing period will not commence until a corrected, valid invoice is received by the paying office.
- 2. The subject Act is for implementation in contracts issued subsequent to 01 October 1982.
- 3. Contractors are reminded that the Prompt Payment Act does not affect progress payments. Such progress payments will continue to be handled as before.

R. R. MORRISON

By direction

1 5 NOV 1982

DISTRIBUTION LIST

Astoria Marine Construction Company, Astoria, OR The Boeing Company, Seattle, WA Dillingham Ship Repair, Portland, OR Duwamish Shipyard, Inc., Seattle, WA Fishermen's Boat Shop, Inc., Everett, WA Foss Launch and Tug Company, Seattle, WA General Electic Company, Portland, OR Lake Union Drydock Company, Seattle, WA Lockheed Shipbuilding & Construction Co., Seattle, WA Marine Construction & Design Company, Seattle, WA Marine Industries Northwest, Inc., Tacoma, WA Maine Power & Equipment Company, Seattle, WA Marine Ways Corporation, Portland, OR Northwest Marine Iron Works, Portland, OR Pacific Fishermen, Inc., Seattle, WA Rowe Machine Works, Inc., Seattle, WA Tacoma Boatbuilding Company, Inc., Tacoma, WA SEA-TAC Alaska Shipbuilding Corp., Tacoma, WA Todd Pacific Shipyards Corporation, Seattle Division, Seattle, WA Uniflite, Inc., Bellingham, WA

MAILING ADDRESS: P.O. BOX 3109 PORTLAND, OR 97208

LOCATION:

PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

910-464-6107 NORMARINE PTL

September 15, 1982

Department of the Navy Headquarters Naval Material Command Contract Insurance Branch Washington, D.C. 20360

Attention: Contracting Officer

Subject:

Annual Bid Bond

Gentlemen:

In accordance with our contractual obligations, we herewith enclose Annual Bid Bond No. YS 818-1459 covering fiscal year ending June 30, 1983, for Master Repair Contracts N62799-70-C-0013 and N00033-70-C-0075.

Very truly yours,

Nicholas G. Calley

Manager

International Marketing

NGC/dc Encl.

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115 Attn: Mr. James Winston

Military Sealift Command, Oakland

STANDARD FORM 34 JUNE 1964 EDITION GENERAL SERVICES ADMINISTRATION		AL BID BOND	DATE BOND EXECUTED	
FED. PROC. REG. (41 CFR) 1-16.801	(See instr	uctions on reverse)	June 16, 1	982 ———————
PRINCIPAL (Legal name and business address;		•	TYPE OF ORGANIZATIO	N ("X" ONE)
NORTHWEST MARINE IRON WO	RKS		INDIVIDUAL	PARTNERSHIP
P. O. Box 3109			JOINT VENTURE	CORPORATION
Portland, Oregon 97208			JOINT VENTURE	CORPORATION
			STATE OF INCORPORAT	ION
SURETY(IES) (Name, business address, and State of i	incor poration)		l	
INDUSTRIAL INDEMNITY COM	PANY			
421 SW Sixth				
Portland, Oregon		BOND NUMBER: YS	818-1459	
DEPARTMENT OR AGENCY TO WHICH BIDS ARE	TO BE SUBMITTE	D	BIDS TO BE SUBMITTED YEAR ENDING	DURING FISCAL
DEPARTMENT OF THE NAVY		•	* 00	40.03
		•	June 30,	19.83
ficient to indemnify the Government the payment of which we bind ou severally. The Condition of This Obligate from time to time during the fiscal ing supplies or services to the Government for acceptance (sing specified therein for acceptance (sing tractual documents, if any, and give the time specified (ten (10) days if failure so to execute such further of Government for any cost of procurition shall be void and of no effect. IN WITNESS WHEREOF, the Pringseals on the date set forth above.	rion Is Such, year above sernment and ond instead of pal, upon accepty (60) days bond(s) as no period is contractual doing the work weight and Surfacipal an	that whereas the Principhown to the department of desires that all such bids by a separate bid bond for eptance by the Government if no period is specified) hay be required by the tespecified) after receipt of cuments and give such born which exceeds the amount rety(les) have executed the	pal contemplates sor agency named about submitted for open or each bid. It of any such bid work, shall execute such such the bid as a forms by him, or and(s), if the Princip of his bid, then the	ubmitting bids ove for furnish- ing during said ithin the period h further con- accepted within in the event of al shall pay the e above obliga-
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100000000000000000000000000000000000000		Attorney-in-Fac	٠ ١	Corporate
Marlene Toth	_	2. Viola Ramage Attest		Sea!

INSTRUCTIONS

- curement of supplies or services, excluding construction, in lieu of Standard Form 24 (Bid Bond). There shall be no deviation from this form without approval by the Administrator of General Services.
- 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority must be furnished.
- 3. (a) Where a corporation executes the bond, it must be one appearing on the Treasury Department's list of bond should be typed in the space provided.

- 1. This form may be used in connection with the pro- approved sureties and must be acting within the limitations set forth therein.
 - (b) Where individual sureties execute the bond, they shall be two or more responsible persons. A completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. Such sureties may be required to furnish additional substantiating information concerning their assets and financial capability as the Government may require.
 - 4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal;" and, if executed in Maine or New Hampshire, shall also affix an adhesive seal.
 - 5. The name of each person signing this annual bid

☆ U.S. GOVERNMENT PRINTING OFFICE; 1964-O-739-205

Power of Attorney #896



Know all men by these presents:

That INDUSTRIAL INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in the City of San Francisco, State of California, does hereby make, constitute and appoint

-----MARLENE LOFTUS-----

its true and lawful attorney-in-fact for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of all obligees, provided that the liability of the Company as surety under his authority in no one instance shall exceed the sum of

-----UNLIMITED-----

and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors of INDUSTRIAL INDEMNITY COMPANY at a meeting held on the 27th day of September, 1972, reading as follows:

"RESOLVED, that the Chairman of the Board or President or Executive Vice President or Senior Vice President of the Company, in conjunction with the Secretary or an Assistant Secretary of this Company, be and he hereby is authorized to execute, acknowledge or verify Powers of Attorney qualifying selected attorneys-in-fact to act under such Powers of Attorney to execute on behalf of Industrial Indemnity Company bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the corporate

"RESOLVED, FURTHER, that the signatures of said officers so authorized by this Company may be printed facsimile, lithographed or otherwise produced, and that the facsimile signature of any person who shall have been such officer of this Company at the time of such execution, acknowledgment or verification may continue to be used for the purpose hereinabove stated and will be binding on this Company, notwithstanding the fact that he may have ceased to be such officer at the time when such instruments shall he issued."

In witness whereof, INDUSTRIAL INDEMNITY COMPANY has caused these presents to be signed and its corporate seal to be affixed by its proper officers, at the City of San Francisco, California, this 3rd day of July , 1980

Attest:

INDUSTRIAL INDEMNITY COMPANY

LaPlante, Senior Vice President

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

On this 3rd day of July.

, 19 80 , before me, Marion E. Larson

a notary public in and for the City and County of San Francisco, State of California, personally appeared

J. G. LaPlante

L. E. Mulryan and

known to me to be the Senior Vice President Secretary of the corporation which executed the within instrument, and acknowledged to me that such corporation executed the same, and that the resolution referred to in the preceding instrument is a true and correct copy of the resolution duly passed at a meeting of the Board of Directors on September 27, 1972, and that the same is in full force and effect.

In witness whereof, I have hereto set my hand and affixed my official seal the day and ear in this certificate first above written.

Notary Rublic in and for the City and County of San Francisco, State of California

Notary Public-California City & County Of San Francisco

MARION E. LARSON

My Commission Expires March 17, 1983

CONTRACTOR OF THE PROPERTY OF

@2226237#28222**222222222** L. E. Mulryan, Secretary

of INDUSTRIAL INDEMNITY COMPANY,

do hereby certify that I have compared the Power of Attorney granted herein and the Resolution recited herein with the originals now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and that said Power of Attorney has not been revoked but is still in full force and effect.

In witness whereof, I have hereunto subscribed my name as such officer and affixed the seal of INDUSTRIAL INDEMNITY COMPANY at the City of San Francisco, California, this 16th day of

Secretary

SEAL

To! G. A. TUCKEN

RTMENT OF THE NAV'

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

J. VETERE W. Mcarmy IN REPLY REFER TO: Ser 140.1-9102 08 SEP 1982

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To:

Distribution

Subi:

Explosion Hazard in Spray Painting Equipment Containing Aluminum Parts

in Contact with Halogenated Hydrocarbons: supplement to

Ref:

(a) SUPSHIP Seattle 1tr Ser 140-6718 of 27 Jul 1982

Encl: (1) NAVSEA Msg 031502Z SEP 82

Enclosure (1) is forwarded to supplement the information previously provided

to Master Ship Repair Contractors by reference (a).

By direction

Distribution:

Astoria Marine Construction Company

Cummings Boat Company Dillingham Ship Repair

Duwamish Shipyard, Inc.

Fishermen's Boat Shop, Inc.

Foss Launch and Tug Company

General Electric Company

Lake Union Drydock Company

Lockheed Shipbuilding and Construction Company

Marine Construction and Design Company

Marine Industries Northwest, Inc.

Marine Power and Equipment Company

Northwest Marine Iron Works

Pacific Fishermen, Inc.

Rowe Machine Works, Inc.

Tacoma Boatbuilding Company, Inc.

Todd Pacific Shipyards Corporation

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SUBJ: OCCUPATIONAL SAFETY AND HEALTH ALERT - EXPLOSION HAZARD IN SPRAY PAINTING EQUIPMENT CONTAINING ALUMINUM PARTS IN CONTACT WITH HALOGENATED HYDROCARBONS - SUPPLEMENT

- 1. THIS MESSAGE PROVIDES ANSWERS TO QUESTIONS ASKED BY SOME RECIPIENTS OF MESSAGE 240518Z JUL 82 ON THIS SAME SUBJECT.
- 2. ALIPHATIC HALOCARBON SOLVENTS ARE CONSIDERED POTENTIALLY MAZARDOU WHEN USED IN ANY KIND OF SPRAY EDUIPMENT CONTAINING ALUMINUM OR ZINC (GALVANIZED) PARTS. EXPLOSIONS HAVE OCCURED IN EQUIPMENT THAT HAD BEEN USED IN CONVENTIONAL LOW PRESSURE SPRAY OPERATIONS (80~100 PSIG OR LESS).
- 3. CHEDRINATED VINYL AND ALKYD PAINT RESINS ARE NOT SUFFICIENTLY REACTIVE TO HAVE POTENTIAL FOR EXPLOSIVE REACTION HAZARDS WHEN IN

DLVR: SUPSHIP SEATTLE WA(4) ... ACT

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246/16:03Z 031502Z SEP 82 COMMAVSEASYSCOM WASHINGTON DC

ENCLOSURE (1)

CONTACT WITH PAINTING EQUIPMENT CONTAINING ALUMINUM OF ZINC, THE VIOLENT REACTION PETWEEN HALOGENATED HYDROCARBONS AND ALUMINUM OR ZINC IN PRESSURIZED SPRAY EQUIPMENT OCCURS ONLY WITH THE KIND OF HALOGENATED HYDROCARBON SOLVENT KNOWN AS ALIPHATIC. THE REACTION DOES NOT OCCUR WITH THE OTHER CLASS OF HALOGENATED HYDROCARBON COMPOUNDS CALLED AROMATIC BECAUSE THESE COMPOUNDS HAVE A DKFFERENT MOLECULAR STRUCTURE.

- 4. STEEL AND STAINLESS STEEL SPRAY EQUIPMENT IS AVAILABLE, BUT IT MAY NOT DUPLICATE THE PERFORMANCE OF EXISTING EQUIPMENT.
- 5. SOME HAVE QUESTIONED WHETHER ALUMINUM PARTS USED IN REFRIGERATION SYSTEMS POSE A HAZARD SINCE THE REFRIGERANTS ARE HALOGENATED HYDROCARBONS. A MANUFACTURER OF FLUOROCARBON TEFRIGERANT COMPOUNDS HAS DONE CX.EMSIVE LABORATORY AND FIELD TESTING OF FLUOROCARBONS IN REFRIGERATING SYSTEMS CONTAINING MANY ALUMINUM PARTS, UNDER THE HOST ADVERSE FONDITIONS (PARTIAL DESTRUCTION OF ALUMINUM ROTORS WHERE ALUMINUM OXIDE IS SCRAPED OFF AND FRESH ALUMINUM SURFACES ARE EXPOSED) NO ADVERSE REACTIONS HAVE DECURED. THE GREATER CHEMICAL STABILITY OF THE FLUOPOCARBON REFRIGERANTS COMPARED TO OTHER HALOGENATED HYDROCARBONS MAY ACCOUNT FOR THE ABSENCE OF VIOLENT REACTIONS.

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 COM TO G. R. PUCKEY



SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

J. FLYNU J. Merlung 1N REPLY REFER TO: 5100 Ser 140.1-8027

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle SEP 1982

To: Distribution

Subj: - Hoisting of Halon 1301 Gas Cylinders

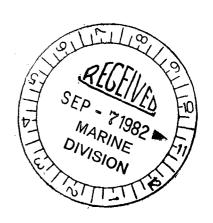
Encl: (1) NAVSEA Msg 302243Z AUG 82

1. As a holder of a Master Ship Repair Contract (MSRC), enclosure (1) is provided for your information in the interest of safety.

M. HALL' By direction

Distribution:

Astoria Marine Construction Company Cummings Boat Company Dillingham Ship Repair Duwamish Shipyard, Inc. Fishermen's Boat Shop, Inc. Foss Launch and Tug Company General Electric Company Lake Union Drydock Company Lockheed Shipbuilding and Construction Company Marine Construction and Design Company Marine Industries Northwest, Inc. Marine Power and Equipment Company Northwest Marine Iron Works Pacific Fishermen, Inc. Rowe Machine Works, Inc. Tacoma Boatbuilding Company, Inc. Todd Pacific Shipyards Corporation



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ROUTINE

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SUBJ: HOISTING OF HALON 1301 GAS CYLINDERS

- A. NAVAL SHIPS TECHNICAL MANUAL CHADTER 9230
- MAVSEA DWG NO 507-4720902 Β.

 THIS IS A SAFETY ADVISORY TO ADVISE THAT HALON 1301 GAS CYLINDERS SHALL NOT REPEAT MOT BE HOUSTED BY THEIR VALVE PROTECTION CAP. THE PROVISIONS OF SECTION 9230.22 OF REF A WHICH STATES THAT "HOOKS OR LINES THROUGH THE VALVE PROTECTION CAP SHALL NOT BE USED FOR HOISTING CYLINDERS" APPLIES TO HALON 1301 CYLINDERS AS WELL AS TO OTHER GAS CYLINDERS.

- 2. HALOM 1301 GAS CYLINDERS PROCUPED IN ACCORDANCE WITH MILITARY SPECIFICATION MIL-E-24572 ARE FITTED WITH A 6-1/2 INCH DIAMETER STEEL COLLAR APPROX 3/4 INCH THICK THREADED AND STAKED TO THE CYLIDDER BODY. THE EXTERNAL THREADS ON THE COLLAR RECEIVE THE VALVE PROTECTION CAP. HALON CYLINDERS MAY BE HOISTED BY THE ATTACHMENT OF A WIRE STRAP UNDER THIS COLLAR. THIS METHOD OF ATTACHMENT MAY BE ESPECIALLY USEFUL IN GUIDING A HALOM CYLINDER DOWN AN ESCAPE TRUNK INTO A MACHINERY SPACE.
- 3. NAVSEA DWG, REF B, WHICH IS PEFERRED TO AS A GUIDANCE DRAWING IN SHIP ALTERATIONS COVERING THE HALON 1301 INSTALLATION IN MACHINERY SPACES COVERS A HAMPLING SYSTEM FOR HALON 1301 CYLINDERS. THIS DRAWING WILL BE REVISED TO REFLECT THE METHOD OF ATTACHMENT SUGGESTED IN PARA 2 ABOVE. BT

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5100 Ser 140-6718

JUL 27 1982

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: See Distribution

Subj: Explosion Hazard in Spray Painting Equipment When Used With Materials

Containing Halogenated Hydrocarbons

Encl: (1) Naval Sea Systems Command message 240518Z Jul 82 - Occupational

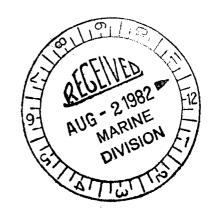
Safety and Health Alert

1. As a holder of a Master Ship Repair Contract (MSRC), enclosure (1) is provided in the interest of safety.

M. HALL By direction

DISTRIBUTION:

Astoria Marine Construction Company Cummings Boat Company Dillingham Ship Repair Duwamish Shipyard, Inc. Fishermen's Boat Shop, Inc. Foss Launch and Tug Company General Electric Company Lake Union Drydock Company Lockheed Shipbuilding and Construction Company Marine Construction and Design Company Marine Industries Northwest, Inc. Marine Power & Equipment Company Northwest Marine Iron Works Pacific Fishermen, Inc. Rowe Machine Works, Inc. SEA-TAC Alaska Shipbuilding Corporation Tacoma Boatbuilding Company, Inc. Todd Pacific Shipyards Corporation Uniflite, Inc.



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SUBJ: OCCUPATIONAL SAFETY AND HEALTH ALERT - EXPLOSION HAZARD IN SPRAY PAINTING EQUIPMENT CONTAINING ALUMINUM PARTS IN CONTACT WITH HALOGENATED HYDROCARBONS

1. THE PURPOSE OF THIS MESSAGE IS TO CALL ATTENTION TO A POTENTIALLY SERIOUS SAFETY PROBLEM WITH FLUID HANDLING EQUIPMENT CONTAINING ALUMINUM PARTS WHEN USED WITH PAINTS, COATINGS, ADHESIVES, ETC. CONTAINING HALOGENATED HYDROCARBON SOLVENTS.

2. THE NATIONAL SPRAY EQUIPMENT MANUFACTURERS ASSOCIATION HAS REPORTED. FOUR EXPLOSIONS INVOLVING HIGH PRESSURE FLUID HANDLING EQUIPMENT. THEIR INVESTIGATION INDICATED THAT THE EXPLOSIONS WERE CAUSED BY A VIOLENT REACTION BETWEEN ALUMINUM AND HALDGENATED HYDROCARBON SOLVENTS WITHIN THE CONFINED, PRESSURE-CONTAINING SECTIONS OF HIGH PRESSURE PUMPS OR HEATERS. SEVERE CURROSION IN OTHER FLUID HANDLING EQUIPMENT HAS ALSO BEEN ATTRIBUTED TO THIS REACTION. THE EXACT NATURE OF THE REACTION AND ITS TRIGGERING MECHANISM IS

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UNKNOWN AT THIS TIME.

- 3. PRIOR TO THIS TIME, THE USE OF HALOGENATED HYDROCARBON SOLVENTS IN COATING MATERIALS HAS BEEN LIMITED BECAUSE THEIR COST AND PHYSICAL PROPERTIES WERE LESS FAVORABLE COMPARED TO OTHER AVAILABLE MATERIALS. HOWEVER, THE USE OF THESE CHEMICALS (PRINCIPALLY 1,1,1-TRICHLORDETHANE AND METHYLENE CHLORIDE) AS SOLVENTS IN COATING MATERIALS IS NOW BEING ACTIVELY PROMOTED BY INDUSTRY AS A WAY TO MEET THE VOLATILE ORGANIC COMPOUNDS EMISSION STANDARDS OF THE CLEAN AIR ACT. SINCE COATING MATERIALS FORMULATED WITH HALOGENATED HYDROCARBONS RESULT IN ACCEPTABLE EMISSIONS UMDER ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, THEY SOMETIMES ARE REFERRED TO AS "COMPLIANCE COATINGS" AND "COMPLIANCE SOLVENTS". NOTE, HOWEVER, THAT NOT ALL "COMPLIANCE COATINGS" OF "COMPLIANCE SOLVENTS" CONTAIN HALOGENATED HYDROCARBONS AND HALOGENATED HYDROCARBONS MAY BE FOUND IN A COATING OR SOLVENT WHETHER LABELED "COMPLIANCE COATING" OR "COMPLIANCE SOLVENT" OR NOT SO LABELED. WHERE DOUBT EXISTS ON THE PRESENCE OF HALOGENATED HYDROCARBON SOLVENTS IN ANY FORMULATIOM, CONTAINER LABELS, MATERIAL SAFETY DATA SHEETS OR THE MANUFACTURER SHOULD BE CONSULTED.
- 4. CONCERN CENTERS UPON ALUMINUM, ZINC OR GALVANIZED FLUID HANDLING EQUIPMENT USED FOR PROCESSING OR APPLICATION OF PAINTS, COATINGS, CLEANING AGENTS, ADHESIVES OR OTHER FLUIDS CONTAINING HALOGENATED HYDROCARBONS. THIS TYPE OF EQUIPMENT INCLUDES PUMPS, HEATERS, FILTERS VALVES, SPRAY GUNS AND PRESSURE TANKS.
- 5. THE HAZARD CAN BE AVOIDED BY ENSURING THAT HALOGENATED HYDROCARBON SOLVENTS ARE USED ONLY IN COMPATIBLE EQUIPMENT. SUITABLE MATERIALS FOR COMPATIBLE EQUIPMENT INCLUDE STEEL AND STAINLESS STEEL.
- 6. THE CORROSTVE REACTION BETWEEN ALUMINUM AND HALOGENATED HYDROCARBONS HAS BEEN WELL DOCUMENTED BUT THE EXPLOSION HAZARD HAD NOT BEEN ENCOUNTERED BEFORE. IT SHOULD ALSO BE NOTED THAT A SIMILAR REACTION CAN OCCUR WITH ZINC, WHICH, THEREFORE, ALSO MAKES GALVANIZED OR ZINC-PLATED STEEL SUSPECT.
- 7. THE CHEMICAL REACTION ASSOCIATED WITH THE HAZARD APPEARS TO INVOLVE A CHEMICAL PROCESS CAPABLE OF PROGRESSING EXTREMELY RAPIDLY AND PRODUCING ENORMOUS ENERGY. THE HAZARD INVOLVES MORE THAN THE SIMPLE HYDROSTATIC RUPTURE OF A PRESSURTZED COMPONENT. THE REACTION IS UNPREDICTABLE. THE REACTION MAY PROCEED ONLY TO THE POINT OF CAUSING CORROSION, OR IT MAY CONTINUE AND CAUSE AN EXPLOSION. PRIORUSE OF HALOGENATED HYDROCARBON SOLVENTS IN ALUMINUM-BEARING EQUIPMENT WITHOUT INCIDENT DOES NOT MEAN SUCH USE IS SAFE.
- 8. CHEMICAL SUPPLIERS ARE ADDING INHIBITORS TO THEIR HALOGENATED

273372/205 CSM:RXNA00266 2 PF 3 V1-0294 205/09:50Z 200518Z JUL 82 COMNAVSEASYSCOM WASHINGTON DC

 HYDROCARBON SOLVENTS TO PREVENT THE REACTION. HOWEVER, THESE INHIBITORS CAN BE RENDERED INEFFECTIVE WHEN COMBINED WITH WATER OR DILUTED BY THE ADDITION OF A TRADITIONAL SOLVENT TO THIN A "COMPLIANCE COATING" MATERIAL. THEREFORE, NO KNOWN INHIBITOR WILL BE EFFECTIVE UNDER ALL CIRCUMSTANCES.

- 9. IF A HALOGENATED HYDROCARBON SOLVENT HAS EVER BEEN USED IN EQUIPMENT WITH ALUMINUM OR GALVANIZED PARTS, THE FOLLOWING PROCEDURE SHALL BE FOLLOWED:
 - A. EMPTY SYSTEM, SHUT DOWN ALL EQUIPMENT, RELIEVE PRESSURE.
- W. DISASSEMBLE ALL EQUIPMENT, INCLUDING PUMPS, HEATERS, SPRAY GUNS, AND PRESSURE TANKS AND CLEAN ALL PARTS WITH NON-HALOGENATED SOLVENT. (EQUIPMENT SUPPLIER MAY BE CONSULTED FOR CLEANING SOLVENT RECOMMENDATIONS.)
- C. CHECK ALL PARTS FOR CORROSION AND WEAR. REPLACE DAMAGED PARTS AS NECESSARY BEFORE RE-ASSEMBLY.
 - D. FLUSH THE EMTIRE SYSTEM WITH MON-HALOGENATED SOLVENT.
- E. MAKE CERTAIN THAT THE EQUIPMENT IS NOT USED WITH HALOGENATED HYDROCARBONS IN THE FUTURE.
- 10. AN ADVANCE CHANGE NOTICE TO NAVAL SHIPS TECHNICAL MANUAL CHAPTER 631, PRESERVATION OF SHIPS IN SERVICE (SURFACE PRESERVATION AND PAINTING) IS BEING PREPARED. THE EXISTANCE OF A SIMPLE, RELIABLE AND SPECIFIC TEST FOR THE PRESENCE OF HALOCARBON SOLVENT IN PAINT IS BEING EXPLORED.

 BT

273372/205 CSN:RXNA00266 3 OF 3 M1 0294 205/09:54Z 240518Z JUL 82 CUMBAVSF4SYSCOM MACHINETON DC



PORTLAND, OREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . BENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

April 16, 1982

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. J.D. Winston

Subject:

Contractural Authority and Financial Limitations

Gentlemen:

Authorization and financial limitations of officers and employees of Northwest Marine Iron Works to our Master Ship Repair Contract No. N62799-70-C-0013 is established as follows:

Persons authorized to obligate this company for bids, proposals, job order acceptances, price proposals, and modifications of unlimited dollar value:

F.D. Thoman, President

W.J. Butler, Vice President and General Manager

G.R. Tuckey, Assistant General Manager

Persons authorized to obligate this company for price proposals and modifications of unlimited dollar value:

N.G. Calley, Manager International Sales

Persons authorized to obligate this company for price proposals and modifications at a dollar value of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or less:

W.J. McCauley, Asst. Mgr. Engineering and Estimating D.K. Beckwith, Project Manager Don Nugent, Project Manager

Gonan

This letter cancels and supersedes all previous instructions.

Very truly yours,

F.D. Thoman President

dc



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

7000 Ser 410-3817 **30** APR 1932

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Northwest Marine Iron Works, Portland

Subj: Cost Accounting Standards Disclosure Statement; adequacy of

Ref: (a) NMIW Portland Disclosure Statement of 24 Aug 1981 as Amended 04 Feb 1982 and 14 Apr 1982

1. An audit has been performed on reference (a), and it has been found to adequately describe the contractor's cost accounting practices.

2. The Contractor is reminded that the disclosed practices shall not, by virtue of such disclosure, be deemed to be proper, approved, or agreed to for pricing proposals, or accumulating and reporting contract performance cost data.

R. R. MORRISON

Contracting Officer

Copy to: DCAA SEABROFF

ac: Butled Me Cauley Dummer Tuckey





5100 Ser 140-3857 **2 8 APR 1982**

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: See Distribution

Subj: Asbestos Removal

Encl: (1) Navy Manufacturing Technology Bulletin No. 85 of Apr 82

1. The method outlined by enclosure (1) is evidently very effective in reducing the dust hazards in asbestos removal operation and may be of interest to you.

2. Please note the apparent error in the last paragraph, page 3. A concentration of 0.028 fibers per cubic centimeter of air is 1/70 of, not 1/70 less than, the allowable exposure limit of two fibers per cubic centimeter of air.

By direction

Distribution:
Lake Union Drydock Company
Lockheed Shipbuilding and Construction Company
North West Marine Iron Works
SEA-TAC Alaska Shipbuilding Corporation
Tacoma Boatbuilding Company, Inc.

Todd Pacific Shipyards Corporation, Seattle Division



MANUFACTURING TECHNOLOGY BULLETIN

NAVAL MATERIAL COMMAND INDUSTRIAL RESOURCES DETACHMENT

No. 85

Philadelphia, Pennsylvania 19112

APRIL 1982

The NAVY MANUFACTURING TECHNOLOGY BULLETIN is approved and issued in accordance with NAVSO-P-35 by the NAVAL MATERIAL COMMAND INDUSTRIAL RESOURCES DETACHMENT, Philadelphia, PA 19112 to all NAVY activities engaged in manufacture, repair, maintenance or development and to selected components of the Army, Air Force and contractors working for the NAVY. Its purpose is to publicize new technology, innovative ideas and to initiate new uses of these ideas and techniques throughout the services.

ASBESTOS REMOVAL

Edited by David Fabry, Naval Material Command Industrial Resources Detachment from Material supplied by J. T. Halop, Pearl Harbor Naval Shipyard

Background

Asbestos is a general term used to describe several fibrous mineral silicates. Major uses of asbestos are for asbestos cement products, floor tiles, fireproofing, high temperature insulation, asbestos cloth, friction materials (such as brake linings and clutch facings), various gasket materials, and miscellaneous other products.

Inhalation of asbestos fibers can produce severe lung damage in the form of disabling or fatal fibrosis of the lungs. Asbestosis means fibrosis of the lungs due to inhaled asbestos fibers. The use of the term "asbestosis" in a generic sense for all asbestos-associated disorders including pleural plaques is imprecise and confusing. Asbestos has also been found to be a casual factor in the development of cancer of the lung, as well as cancer of the gastrointestinal tract. A long latency period of 20-40 years between first exposure to asbestos and the appearance of a malignancy is frequently noted.

Some examples of tasks which can generate concentrations of airborne asbestos which exceed permissible limits are: the fabrication, installation, repair or removal ("rip-out") of asbestos insulation materials, power sawing of asbestos-containing fire retardant building materials, and brake relining and repair work.

Present Method

The removal of asbestos insulation onboard ships is currently accomplished by using elaborate safety procedures and equipment (See figure 1). First, the work area must be isolated. This is accomplished through the use of curtains, portable partitions and drop cloths. Next, the insulation must be wetted down with an external water supply, then cut or scored with a cast cutter, and removed by hand. The water saturates the insulation to help control the dust, make the insulation more cohesive, thereby improving cutting of the material. Independent from the actual work, there are four major requirements of OPNAVINST 6260.1B that must be satisfied during asbestos removal. These are: ventilation control measures, protective clothing, removal and clean-up, and monitoring.

Ventilation systems used to control asbestos emissions cannot be exhausted to the work area or atmosphere. The system must use high efficiency particulate air filters with prefilters which are 99% efficient that will reduce the levels of fibers released to the air to acceptable limits during the rip-out phase. To maintain the efficiency of the system, the filters must be cleaned very eight hours.

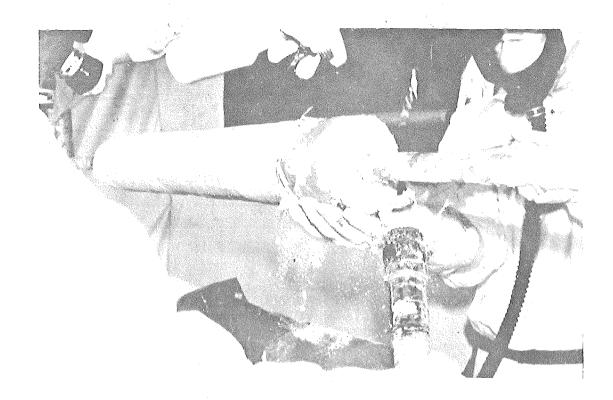


FIGURE 1
Current rip-out technique showing extensive protective clothing (including force-fed respirator), external water-spray, exhauster hose; all inside a walk-in containment.

Protective clothing consists of NIOSH/MESA/MSHA approved air purifying respirators, coveralls, gloves, head and foot coverings. The respirators require continuous clean air. The clothing must be closed by taping at the neck, wrists and ankles. New protective clothing must be provided at the beginning of each shift, after lunch, or whenever the employee leaves the work area. Separate change rooms and shower facilities are required. These facilities must be designed to contain the fibers to prevent contamination of the environment.

Once the insulation is removed, it must be placed in heavy duty plastic bags (with the appropriate warning decals). The decks and spaces that become contaminated must be cleaned by using an approved asbestos type vacuum cleaner or by wetting down the debris and sweeping it up. Once the material is bagged, it must be transported to a designated waste station for proper disposal.

The levels of airborne fibers are sampled prior to, during and after rip-out. The samples are collected for the determination of the eight hour time weighted average (TWA) of airborne concentration and ceiling limit concentration. The TWA is not to exceed two fibers, longer than five micrometers per cubic centimeter of air. No personnel is to be exposed to the ceiling limit concentration which is in excess of ten fibers, longer than five micrometers per cubic centimeter of air. All the environmental monitoring records and data are retained for a period of 50 years.

The Manufacturing Technology Effort

An R&D effort was initiated in 1979, to investigate the feasibility of developing a technique by which asbestos could be safely removed from Naval vessels without the use of the equipment presently required. The laboratory and shipyard investigation led to an impregnation process using a water/ethylene glycol solution. The R&D effort was followed by an MT effort which developed the impregnating hardware and methods for application that are capable of removing the asbestos that is safer and more economical than the current method.

The resulting asbestos impregnation system (See figure 2) is composed of three (3) elements: (1) a console with an external supply reservoir and impregnator needles; (2) a saturation verifier, (3) and a foam-bead applicator. The console contains the instrumentation and control features to produce and regulate the flow of impregnant into the insulation. This impregnant (water/ethylene glycol solution) saturates the fibrous material (See figure 3) so that removal can be accomplished by significantly reducing asbestos airborne fibers. The verifier is a hand-held conductivity device that detects the

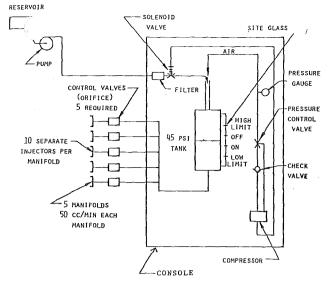


FIGURE 2 Schematic of Asbestos Removal System

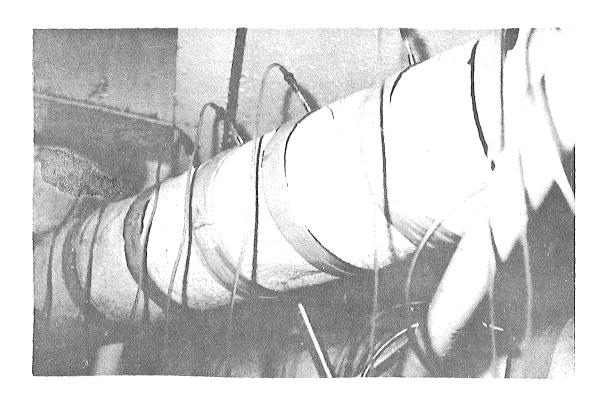


FIGURE 3
Impregnation of insulated exhaust pipe aboard a Naval vessel (using the prototype system).

degree of saturation, thus confirming complete treatment of the insulation. The applicator is used to place a small foam bead that surrounds the cut, thus acting as a "fail-safe" to capture any fibers generated. (Results to date indicate that the foam bead may not be necessary.) The actual removal and disposal process is the same as the current procedure.

Extensive tests have been conducted in the contractor laboratories and on board two Navy vessels. The shipboard removal work was performed using the currently required safety systems and procedures. Occupational exposure samples were continuously collected to monitor the airborne asbestos concentrations during the entire operation. The sample filters were independently analyzed by Navy industrial hygienists and qualified contractor personnel. Both sampling and analysis were conducted in accordance with NIOSH Method P&CAM239. Shipboard tests using the MT method of asbestos removal yielded an eighthour time weighted average fiber concentration of 0.028 fibers/cc. This is 1/70 less than the current allowable OSHA permissible exposure limit of two fibers/cc, the fibers being greater than five microns in size.

The final result is anticipated to be a clean, safe work environment for asbestos workers. The use of the proposed process will eventually eliminate the ventilation control, the water spray and most of the protective clothing now used.

Current estimates are that this technology will reduce ship overhaul costs by \$200,000 per ship. This estimate is based on small fire rooms on FF or DDG type ships. Labor savings will be realized in three areas: preparation, clean-up, and condensing the overhaul schedule.

An effort is also underway to apply this process to friable asbestos insulating material. It has been estimated that over three million square feet of friable asbestos are in the United States Naval facility work spaces. This insulation has been used for fire retardation, thermal insulation, noise control or condensation control. This effort was initiated in February 1982 and is expected to be completed by December 1982.

Additional information can be obtained by contacting Mr. J. T. Halop, Production Engineering Manager (Code 380A), Pearl Harbor Naval Shipyard, Pearl Harbor, HI 96860, Phone (808) 471-3875.

End of Project Demonstration Dates

The planned end of project demonstration schedule for April-June 1982 is shown below:

DATES	SYSCOM	PROJECT NO.	PROJECT TITLE	CATEGORY
APR APR MAY MAY MAY JUNE JUNE JUNE JUNE JUNE JUNE JUNE JUNE	AIR SEA AIR SEA SEA AIR AIR ELEX ELEX SEA SEA SEA SEA	A650 S559 A684 S621 S622 S658 A685 A690 E012 E126 S563 S578 S663 S710	GaAs Substrates Production of DU Penetrators F0 Bundle Couplers Single Fiber Star Coupler Single Fiber Tee & Duplex Couplers Laser Measuring System for Large Machine Tools F0 Digital Transmitter Radiation Hard Optical Fiber CAD/CAM of Microwave Integrated Circuits High Power Klystron Nozzle Throats and Antenna Windows Composite Missile Fins N/C Sheet Metal Fabrication Cell Laser Welding at NIROP Minneapolis	Non-metals Metals Electronics Electronics Electronics CAD/CAM Electronics CAD/CAM Electronics CAD/CAM Electronics CAD/CAM Electronics Non-metals Non-metals CAD/CAM Metals
JUNE	SEA	S712	Hermetic Tape Carrier for Integrated Circuits	Electronics

Notes:

- 1. Attendance at the end of project demonstrations will be by invitation only.
- 2. For additional information, written requests on company stationery should be forwarded to the appropriate SYSCOM contact.

Commander, Naval Air Systems Command, Attn: Mr. R. Jones, Code 5143H, Naval Air Systems Command Headquarters, Washington, DC 20361

Commander, Naval Electronic Systems Command, Attn: Mr. R. Hill, Code 81341, Naval Electronic Systems Command Headquarters, Washington, DC 20360

Commander, Naval Sea Systems Command, Attn: Mr. R. Ramsay, Code 090M, Naval Sea Systems Command Headquarters, Nashington, DC 20362

EDITOR'S NOTE: The Thirteenth Annual DOD Manufacturing Technology Conference proceedings will be distributed to all attendees in MAY. Anyone who did not attend the conference but would like a copy of the proceedings should address their requests to:

Director, Naval Material Command Industrial Resources Detachment Attn: Code 04X27, Bldg. 75-2 Philadelphia, PA 19112

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

MARINE DIVISION

IN REPLY REFER TO: 4710 Ser 602-3050 0 8 APR 1982

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

Distribution List

Subj: Ship Repair Workload Forecast for the Naval Base Seattle Area of

Responsibility

Encl: (1) Tentative Projected Workload Listing

1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the Naval Base Seattle Area of Responsibility (formally Thirteenth Naval District).

2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.

3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor

in the area.

direction

Distribution List:

Astoria Marine Construction Company, Astoria, OR

The Boeing Company, Seattle, WA Cummings Boat Company Inc.,

Tacoma, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Shipyard Inc.,

Seattle, WA

Fisherman's Boat Shop Inc.

Everett, WA

Foss Launch & Tug Company,

Seattle, WA

General Electric Company,

Portland, OR

Lake Union Drydock Company,

Seattle, WA

Lockheed Shipbuilding & Construction,

Seattle, WA

Marine Construction & Design Company, Seattle, WA

Marine Industries Northwest Inc., Tacoma, WA

Marine Power & Equipment Company, Seattle, WA

Marine Ways Corporation, Portland, OR

Northwest Marine Iron Works,

Portland, OR

Pacific Fisherman Inc, Seattle, WA

Rowe Machine Works Inc., Seattle, WA

SEA-TAC Alaska Shipbuilding Corporation, Tacoma, WA

Tacoma Boatbuilding Company Inc.,

Tacoma, WA

Todd Pacific Shipyards Corporation, Seattle, WA

Uniflite Inc., Bellingham, WA

4710 Ser 602-3050

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMNAVBASE Seattle
COMNAVSHIPYD Bremerton, WA
MIS Seattle
Small Business Admin., Seattle
(ATTN: C.H. FERGUSON)

Sugarda Serv

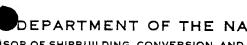
TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YFN-912	4th QTR	6 months	1,3
YON-102	4th QTR	2 months	1,2
YTM-149	3rd QTR	2 months	1,6
PONTOONS (2)	3rd QTR	2 months	1,2
APL-4	3rd QTR	6 months	1,2
YRBM-26	4th QTR	3 months	1,2
APL-18	4th QTR	4 months	1,2
MSO-437 (ENHANCE)	8/30/82	$2\frac{1}{2}$ months	4
MSO-492 (PLEDGE)	8/30/82	2½ months	4
* DD-972 (OLDENDORF)	9/20/82	9 months	4
* FF-1073 (ROBERT E. PEARY)	9/27/82	8 months	4
MSO-488 (CONQUEST)	1/3/83 ;	3 months	4
* FF-1070 (DOWNS)	1/31/83	9 months	4
* FF-1055 (HEPBURN)	6/6/83	8 months	4
AOE-1 (SACRAMENTO)	7/5/83	$1\frac{1}{2}$ months	2,3
* FF-1076 (FANNING)	8/15/83	8 months	4
MSO-455 (IMPLICIT)	8/15/83	1 month	1,2

- 1 DRYDOCKING
- 2 REPAIR
- 3 ALTERATION
- 4 REGULAR OVERHAUL
- * COAST WIDE BID AREA

- 5 ACTIVATION
- 6 INACTIVATION
- 7 MODIFICATION

Enclosure (1)





SÜPERVİSOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

7000 Ser 413-533

2 FEB 1982

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle
To: Lockheed Shipbuilding and Construction Company, Seattle
Northwest Marine Iron Works, Portland
Todd Pacific Shipyards Corporation, Seattle Division

Subj: Contractor Proposals Involving Inadequate Subcontractor Cost Proposals

- 1. In the past contractors have submitted proposals containing inadequate subcontractor cost proposals. The most serious deficiency is the lack of traceability from the DD Form 633 to the source information used to develop the estimates. As an example, a proposal provides hours to perform, which cannot be substantiated by accounting/timekeeping data.
- 2. The requirement for certification is imposed by Public Law 87-653. By definition, certification of current cost or pricing data entails something more than just acknowledging and transmitting cost or price data from a subcontractor to the Government. It encompasses investigation by the prime contractor to insure that cost or pricing data is current, complete, and accurate.
- 3. When the Government determines that it has received deficient cost or pricing data, a number of remedies are available. If it is determined that deficient cost or pricing data have been provided prior to negotiations, the Government can require additional information. This can result in the delay of adjudication of modifications. If defective cost or pricing is found subsequent to negotiation, the Government is entitled to an adjustment of the negotiated price, including profit or fee, to exclude any significant sum by which the price was increased because of defective data.
- 4. It is the policy of the Government to require complete, accurate, and current cost or pricing data. Additionally, while complete, accurate, and current data is required from subcontractors to adequately judge proposals, the Government will not interfere in the contractual relationship between the prime contractor and his subcontractors. It is the responsibility of the prime contractor to insure that cost or pricing data provided by his subcontractors is not defective.

J. D. WINSTON

Contracting Officer

Copy to:

DCAA Sea Br Off Seattle

NWMAR122024

MARINE DIVISION



MAIL ADDRESS: P. O. BOX 3109

PORTLAND, DREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29th AVENUE
TELEPHONE: 228-8222
AREA CODE 503
PORTLAND, OREGON

February 8, 1982 Serial No. 1500-356

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. R. R. Morrison

Code 405

Subject:

USS STEIN (FF-1065)

Contract N62799-70-C-0013

Job Order No. 0046

Reference: a) Your Letter FF-1065 Ser 410-39, dated 22 Jan 82

Gentlemen:

Enclosed is a copy of our Purchase Order for the required replacement parts for the TACAN Antenna.

Time for delivery has been quoted as 90 days, however, emphasis has been placed to advance the order and provide the components expeditiously.

Very truly yours,

William J. McCauley Assistant Manager

Engineering and Estimating

WJM/js

cc: W.J. Butler

G.R. Tuckey

B. Horn

JOB No. 1500

ORDERED FOR

HORN/BUTLER



2516 N.W. 29th Ave. **PRODUCTS**

P.O. Box 3109

Portland, Oregon 97208

Telephone: CApitol 8-8222

2/08/82



SAWMILL AND LOGGING EQUIPMENT—GENERAL MACHINE WORK AND ENGINEERING

TO

E-SYSTEMS INC. MONTEK DIVISION

2268 SOUTH 3270 WEST

SALT LAKE CITY, UT 84119

24140 (1)DATE

TERMS

F.O.B.

ORIGIN

TRUCK

			DATE WANTED	11/05/82		
ITEM	QUANT.	UNIT	DESCRIPTION		PRICE	
	:		STEIN			. :
	:		P.O. TO COVER TACAN ANTENNA PARTS PER YOUR QUOTE #CG82-002, REPLY 846/2T-2(018)			
000	. 1	EA.	P/N 119103-100 ROTATING DRUM	9, 101.	0000	C
000	1	EA.	P/N 116050-001 UPPER RADOME	3, 712.	0000	С
000	, 9	EA.	P/N 116051-101 PARISITIC ELEMENT	268.	0000	C
000		EA.	P/N 116065-100 PARISITIC ELEMENT	251.	0000	c
000	; · · · 1	EA.	P/N 910315-001 GASKET	41.	0000	C:
000	1	LOT	PREPAID FREIGHT	О.	0000	C
			PLEASE PROVIDE WRITTEN ACKNOWLEDG- MENT OF P.O.			
			PLEASE ADVISE EARLIEST SHIP DATE - NO PARTIALS ACCEPTED.		·	
			SEND INVOICE TO: NORTHWEST MARINE IRON WORKS P.O. BOX 3109 PORTLAND, OR 97208			
		!	CONFIRMED BARBARA THORPE (801) 973-43	200		
	1	NSTR	CUCTIONS	ANTEN	A PAR	TS

INSTRUCTIONS

1. Render invoices in duplicate.

Render invoices in duplicate.
 Delivery dates specified on this purchase order are based on buyer's production schedule and must be strictly adhered to. If you cannot fill order as specified advise us immediately.
 OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS, INCLUDING FREIGHT BILLS AND BILLS OF LADING, AND ALL PACKAGES.

R.F.P. No. 20209

PURCHASE ORDER

SHOW THIS NUMBER ON INVOICE

08705 -PAGE

MARINE DIVISION

(CONTINUED)

1

NORTHWEST MARINE IRON WORKS

BUYER

BLDG. 527, CADE 4306,

CA 94592

ORDERED FOR

HORN/BUTLER

ORTHWEST MARINE IRON WORKS



PRODUCTS

2516 N.W. 29th Ave. P.O. Box 3109

Portland, Oregon 97208

Telephone: CApitol 8-8222

SAWMILL AND LOGGING EQUIPMENT—GENERAL MACHINE WORK AND ENGINEERING



SHIP REPAIRS

TO

E-SYSTEMS INC. MONTEK DIVISION

2268 SOUTH 3270 WEST

13

SALT LAKE CITY, UT 84119

24140 (1)DATE

TERMS

F.O.B.

SHIP VIA

ORIGIN TRUCK

2/08/82

			DATE WANTED	11/05/82
ITEM	QUANT.	UNIT	DESCRIPTION	PRICE
			STEIN MARK ALL CONTAINERS AND SHIPPING	
	;		DOCUMENTS AS FOLLOWS: USS STEIN TACAN ANTENNA REPAIR PARTS (NMIW P.O. #08705) CODE 4306 ATTENTION: AL BRASESCO	
			SHIP TO: NAVELEX COMMANDING OFFICER NAVAL ELECTRONICS ENG. CENTER BLDG. 527, CODE 4306 MINSY VALLEJO, CA 94592	·
			PLEASE ADVISE BRAMAN HORN OF SHIPPING DATE AND SHIPPING IN-FORMATION. (PHONE (503) 285-7557 EXT. 226	
		CONFI	RMED BARBARA THORPE (801) 973-4300	15,768.00 C

INSTRUCTIONS

ANTENNA PARTS

1. Render invoices in duplicate.

2. Delivery dates specified on this purchase order are based on buyer's production schedule and must be strictly adhered to. If you cannot fill order as specified advise us immediately.

3. OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS, INCLUDING FREIGHT BILLS AND BILLS OF LADING, AND ALL PACKAGES.

PURCHASE ORDER

08705 -PAGE

SHOW THIS NUMBER ON INVOICE MARINE DIVISION

NORTHWEST MARINE IRON WORKS

PURCHASING AGENT

R.F.P. No. 20209

NO. 112

BUYER

******* NAVELEX,

BLDG. 527, CADE 4306, MINSY

VALLEJO, CA 94592



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

4200 4200 Ser 460-456

2 2 JAN 1982

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To:

Distribution List

Sub.i:

Bidder's Mailing List Application, Standard Forms 129 and 17;

Current Update of

Encl:

(1) Standard Form 129

(2) Standard Form 17

- 1. For the purpose of updating with current information the Master Ship Repair Contractor's qualifications, information is requested on the financial status, management organization and capabilities, facilities, and types of work which your firm has performed. This action is required to insure that you continue to get invitations for bid for which you are considered qualified.
- 2. Bidder's Mailing List Application forms, enclosures (1) and (2), are enclosed. Failure on your part to return two properly completed Bidder's Mailing List Application Forms, within 30 days from this date, will result in your name not being applied to Bidder's List for automatic distribution of Invitations for Bids on ship repair procurements.
- 3. Your continued interest and cooperation are appreciated.

R. R. MORRISON

Contracting Officer

Distribution List: See Page 2



<u>Distribution List:</u>

Astoria Marine Construction Company, Astoria The Boeing Company, Seattle Cummings Boat Company, Inc., Tacoma Dillingham Ship Repair, Portland Duwamish Shipyard, Inc., Seattle Fishermen's Boat Shop, Inc., Everett Foss Launch and Tug Company Division of Dillingham Corporation, Seattle General Electric Company, Portland Lake Union Drydock Company, Seattle Lockheed Shipbuilding and Construction Company, Seattle Marine Construction and Design Company, Seattle Marine Industries Northwest, Inc., Tacoma Marine Power and Equipment Company, Seattle Marine Ways Corporation, Portland Northwest Marine Iron Works, Portland Pacific Fishermen, Inc., Seattle Rowe Machine Works, Inc., Seattle SEA-TAC Alaska Shipbuilding, Corporation, Tacoma Tacoma Boatbuilding Company, Inc., Tacoma Todd Pacific Shipyards Corporation, Seattle Division Uniflite, Inc., Bellingham



Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503

PORTLAND, OREGON

November 30, 1981 Serial No. 1500-354

PORTLAND, DREGON 97208

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: R. R. Morrison

Contracting Officer

Subject:

USS STEIN (FF-1065)

Contract N62799-70-C-0013

Job Order 0046

Reference: a) SOS letter FF1065 Ser. 410-8947

dated 17 Nov 1981

Gentlemen:

Our final billing has not been forwarded for processing due to an outstanding claim. This claim is being made against us by one of our subcontractors and it appears it should be for your account.

After we have studied this problem enough to make a judgment, we will advise you of our intentions.

Very truly yours,

George Tuckey

Assistant General Manager

GT/sw



Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

MAIL ADDRESS: P. D. BOX 3109 PORTLAND, OREGON 97208 2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

November 24, 1981

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. J. D. Winston

Subject:

Contractual Authority and Financial Limitations

Gentlemen:

Authorization and financial limitations of officers and employees of Northwest Marine Iron Works in regard to our Master Ship Repair Contract No. N62799-70-C-0013 is established as follows:

Persons authorized to obligate this company for bids, proposals, job order acceptances, price proposals, and modifications of unlimited dollar value:

F. D. Thoman

President

W. J. Butler

Vice President and General Manager

George Tuckey

Assistant General Manager

Persons authorized to obligate this company for price proposals and modifications of unlimited dollar value:

Nick G. Calley

Manager International Sales

Persons authorized to obligate this company for price proposals and modifications at a dollar value of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or less:

William J. McCauley Donald Beckwith

Asst. Manager Engineering & Estimating

Project Manager

This letter cancels and supersedes all previous instructions.

Very truly you

D. Thoman

President

DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE, WASHINGTON 98115

4355 Ser 356.1-8957 **0 6 NOV 1981**

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Calibration System Requirements for U.S. Navy Contracts and Job Orders;

changes to

Ref: (a) SUPSHIP Seattle 1tr 4355, Ser 356-5781 dtd 11 Aug 1981

(b) MIL-STD-45662

1. Reference (a) was forwarded so that contractors can prepare for incorporation of reference (b) in future contracts. It was not the intent of reference (a) to modify existing contracts.

2. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

H. BOSTICK By direction

Distribution:

Astoria Marine Construction Company, Astoria, OR The Boeing Company, Seattle, WA Cummings Boat Company, Inc., Tacoma, WA Dillingham Ship Repair, Portland, OR Duwamish Shipyard, Inc., Seattle, WA Fishermen's Boat Shop, Inc., Everett, WA Foss Launch and Tug Company, Seattle, WA General Electric Company, Portland, OR Lake Union Drydock Company, Seattle, WA Lockheed Shipbuilding and Construction Company, Seattle, WA Marine Construction and Design Company, Seattle, WA Marine Industries Northwest, Inc., Tacoma, WA Marine Power and Equipment Company, Seattle, WA Marine Ways Corporation, Portland, OR Northwest Marine Iron Works, Portland, OR Pacific Fishermen, Inc., Seattle, WA Peterson Boat Building Company, Tacoma, WA Polaris Marine Corporation, Everett, WA Rowe Machine Works, Inc., Seattle, WA SEA-TAC Alaska Shipbuilding Corp., Tacoma, WA Tacoma Boatbuilding Company, Inc., Tacoma, WA

Todd Pacific Shipyards Corporation, Seattle, WA

Uniflite, Inc., Bellingham, WA

DEPARTMENT OF THE NAVY NAVAL SUPPLY CENTER, PUGET SOUND BREMERTON, WASHINGTON 98314

IN REPLY REFER TO: 203;MM:ji 4200

Gentlemen:

Attached is an original of a proposed modification to an existing order/contract, which is forwarded for your review and signature by an authorized official of your company. If the proposed modification is an acceptable form, please sign on page 1, block 14. You are required to execute page 1, blocks 14, 15 and 16. Please return immediately, preferably by FIRST CLASS MAIL, to:

Contracting Officer (Code 203) Naval Supply Center, Puget Sound Bremerton, WA 98314

If the proposed modification is not acceptable, for any reason, please notify this office immediately in writing or by contacting the contract administrator at the telephone number listed in block 5 of the proposed modification, so the unacceptable portions can be discussed and negotiated to the satisfaction of both parties. The proposed modification is null and void until any required changes to the instrument are made in writing and signed thereafter by both parties.

You will be furnished a copy of this modification after signature by the Contracting Officer.

Sincerely yours,

M. McLAIN

Contracting Officer

Returned 10/30/81

ST RECEIVED

OCT 3 0 1981

MARINE

MARINE

DIVISION

OUT TITTED

IMPORTANT PLEASE SIGN ___ COPY(S) AND RETURN IMMEDIATELY TO:

CONTRACTING OFFICER, CODE 203. 13 F NAVAL SUPPLY CENTER, PUGET SOUND BREMERTON, WA 98314

I3ND NSC 4200/75 (Rev. 10-74)

STANDARD FORM 30, JULY 1960 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101	A 4 4 500	6 (2-81) ENT OF	SOFIC	ITATION/M	ODIFIC	AT OF	CONTRACT	PAGE OF
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S. ISSUED BY	CODE	N00406	°. ^	LOMINISTERED BY (j osher sha	IN 040(R 5)	CODE	N00406
CONTRACTING OFFICER (NAVAL SUPPLY CENTER, BREMERTON, WASHINGTO	PUGET SOUR							
7. CONTRACTOR CODE NAME AND ADDRESS			FACILITY	CODE		8. AMENDMENT OF SOLICITATION	DF N00406	
Northwest PO BOX 310		on Works		•		DATED	(See b	lock 9)
(Street, city, county, state, Portland, and ZIP						MODIFICATION X CONTRACT/OR	OF DER NO. <u>N00406</u>	
Code)						DATED 81	Feb 13 (See b	lock 11)
9. THIS BLOCK APPLIES ONLY TO AMEN	DMENTS OF SOLI	CITATIONS						
The above numbered solicitation is Offerors must acknowledge receipt of	amended as set for	rth in block 12.						not extended.
(a) Sy signing and returning	pies of this amend <i>m</i> citation and amend ECTION OF YOUR	nent; (b) By acknow fment numbers. If OFFER. If, by vi	vledging receip FAILURE OF Y intue of this or	pt of this amendment OUR ACKOWLEDG/ mendment you desire	nt on each o MENT TO BE to change o	capy of the offer sub E RECEIVED AT THE II an offer already subm	mitted; or (c) By sepa SSUING OFFICE PRIO itted, such change may	R TO THE HOUR AND
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1/1

DEPARTMENT OF THE NAV

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

> IN REPLY REFER TO: 4710 Ser 602-8227

0 6 OCT 1921

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To:

Distribution List

Subj:

Ship Repair Workload Forecast for the Naval Base Seattle Area of

Responsibility

Encl: (1) Tentative Projected Workload Listing

- 1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload which may be accomplished in the Naval Base Seattle Area of Responsibility.
- 2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.
- 3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor: in the area.

Distribution List:

Astoria Marine Construction Company

Astoria, OR

The Boeing Company, Seattle, WA

Cummings Boat Company Inc.,

Tacoma, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Shipyard, Inc.,

Seattle, WA

Fisherman's Boat Shop, Inc.,

Everett, WA

Foss Launch & Tug Company,

Seattle, WA

General Electric Company,

Portland OR

Lake Union Drydock Company,

Seattle, WA

Lockheed Shipbuilding & Construction

Seattle, WA

Marine Construction & Design Company Seattle, WA

Marine Industries Northwest, Inc., Tacoma, WA

Marine Power & Equipment Company, Seattle, WA

Marine Ways Corporation, Portland, OR

Northwest Marine Iron Works,

Portland, OR

Pacific Fisherman, Inc., Seattle, WA

Peterson Boat Building Comapny,

Tacoma, WA

Rowe Machine Works, Inc., Seattle, WA

SEA-TAC Alaska Shipbuilding Corporation,

Tacoma, WA

Tacoma Boatbuilding Company, Inc.,

Tacoma, WA

Todd Pacific Shipyards Corporation,

Seattle, WA Uniflite Inc., Bellingham,

> OCT - 9 1981 MARINE

DIVISION

4710 Ser 602-8227

6 6 CT 1981

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
NAVBASE SEATTLE
COMNAVSHIPYD, Bremerton, WA
NIS SEATTLE

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YON-102	Feb 82	$1-1\frac{1}{2}$ months	1,2
MSO-455 (IMPLICIT)	Jun 82	3 months	1,4
*DD-971 (DAVID R. RAY)	Feb 82	8 months	1,4
MSO-438 (ESTEEM)	Mar 82	3 months	1,4
*DD-975 (O'BRIEN)	Jun 82	8 months	1,4
MSO-437 (ENHANCE)	Aug 82	3 months	1,4
MSO-492 (PLEDGE)	Sep 82	3 months	1,4
*DD-972 (OLDENDORF)	Sep 82	8 months	1,4
YC-1386	Date to be determined	$1-1\frac{1}{2}$ months	1,2
FF-1073 (ROBERT E PEAR	RY) Oct 82	8 months	1,4
MSO-488 (CONQUEST)	Dec 82	3 months	1,4
MSO-455 (IMPLICIT)	May 83	3 months	1,4
FF-1055 (HEPBURN)	. Jun 83	8 months	1,4
AOE-1 (SACRAMENTO)	Ju1/83	$1\frac{1}{2}$ months	2
FF-1076 (FANNING)	Aug 83	8 months	1,4

*WEST COAST AREA BID

- 1 Drydocking2 Repair3 Alteration

- 4 Regular Overhaul 5 Activation

- 6 Inactivation7 Modification



Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

MAIL ADDRESS; P. O. 80× 3109 PORTLAND, OREGON 97208 2516 N. W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

July 31, 1981

Supervisor of Shipbuilding Conversion and Repair, USN Poscagoula, Mississippi 39567

Attention: Cdr. R. Purseley

Subject:

USS DAVID R. RAY (DD-971)

USS O'BRIEN (DD-975)

Solicitation of N00024-81-R-8505

Government Furnished Information (GFI)

Enclosure: (1) Test Document Shortages

Gentlemen:

Drawing PNSY Type 645-2478047 is referenced in three (3) work items: 313-90-001, para. 2.1; 482-90-001, para. 2am and 640-90-001, para. 2.f. Each item requires the use of different sheets or references the entire document. We have received to date sheets B6, B7 and B8. Please forward the balance of the drawing.

Work Item 481-11-008, para. 2c references selected sheets for Drawing DD 963-402-4538969L. This drawing was included in our letter dated July 27, 1981 under Incomplete Drawings without any specifics. Please note the following sheets as referenced by the specifications, have not been received: Sheets 164, 165, 175, 181, 196-198, 292-298, 358-361 and 374-377.

Enclosure (1) is an updated list of test document shortages, referenced in the Specifications through Amendment #3, that have not been received to date.

Thank you for your attention to this matter.

Yours truly,

Roger Hawkins

Document Control Department

RH/is enclosure

cc: Wm. McCauley

G. Tuckey



PORTLAND, DREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, DREGON

July 30, 1981

Supervisor of Shipbuilding Conversion and Repair, USN Poscagoula, Mississippi 39567

Attention: Cdr. R. Purseley

Subject: USS DAVID R. RAY (DD-971)

USS O'BRIEN (DD-975)

Solicitation of N00024-81-R-8505

Government Furnished Information (GFI)

Gentlemen:

The documents listed below are referenced by the items in amendment number three (3) and have not been received to date.

Amendment No. 3 references document shortages:

IND.	DWG NO.	REV.	IND.	DWG NO.	REV.
-	87877	J	_	267990	_
-	5126-N	В	-	5161-N	С
113	550479	Α	-	3497539	-
404	4406436	J	203	4538745	Z
445	4539046	Ε	-	4539256	N
5 28	4539294	_	503	4539812	Α
206	5254216	-	600	5371836	Α
510	5371 91 5	Α	401	5372943	Α
507	5372948	Α	507	5372974	Α
507	5372978	Α	507	5373026	Α
113	5373098	Α	_	6337942	D
-	229382515	_	_	D210671	D
-	S/A-188	K	-	63A0114F12	-
-	63A114J1&2	-			

Thank you very much for your attention to this matter.

Very truly yours,

Roger Hawkins

Document Control Dept.

RH/dc

cc: W. McCauley
G. Tuckey

SUPSHIP

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YFN-972	3rd Qtr 81	2 months	1,2
MSO-492 (PLEDGE)	Aug 81	$1-1\frac{1}{2}$ months	1,2
MSO-488 (CONQUEST)	Aug 81	$1-1\frac{1}{2}$ months	1,2
YFRT-451	Oct 81	4 months	1,4,7
*AOE-2 (CAMDEN)	Oct 81	13 months	1,4
GR-711	Oct 81	1 month	1,2
YON-102	Feb 82	$1-1\frac{1}{2}$ months	1,2
MSO-455 (IMPLICIT)	Feb 82	3 months	1,4
*DD-971 (DAVID R. RAY)	Feb 82	8 months	1,4
MSO-438 (ESTEEM)	Mar 82	3 months	1,4
*DD-975 (O'BRIEN)	Jun 82	8 months	1,4
MSO-437 (ENHANCE)	Aug 82	3 months	1,4
MSO-492 (PLEDGE)	Sep 82	3 months	1,4

*WEST COAST AREA BID

1 - Drydocking

2 - Repair

3 - Alteration

4 - Regular Overhaul

5 - Activation

6 - Inactivation

7 - Modification

Enclosure (1)



Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

MAILADDRESS; P. D. BOX 3109 Portland, dregon 97208 2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

June 15, 1981 Serial No. 1500-337

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, Washington 98115

Attention: Daniel Enz

Code 170.62

Subject:

USS "STEIN" (FF-1065)

Final Submittal of Test Reports

and Test Memos

Gentlemen:

In accordance with the requirements of CDRL items A088, A089 and A093, the contractor is submitting with this letter four final copies of each of the following:

- 1.1 All condition reports that cover test results (including test memos) sequenced by work item number.
- 1.2 Combat Systems Test Reports (Ordnance and Electronics).
- 1.3 1200 PSI Steam Propulsion Plant Test and Certification Manual, Appendix A-9 in book form (2 volumes each copy) with final and complete data sheets for contractor responsible sections.
- 1.4 P-1 Piping Weld Joint Records (Non-Level I), sequenced by work item number, drawing number and joint number respectively. MIC LEVEL I records were submitted previously on NMIW letter of Transmittal Serial No. DDT-214.

The Contractor has included one extra copy (four total) of the 1200 PSI Manual to be consistant with CDRL #A088 and A089 although CDRL #A093 only required three copies.

Very truly yours,

Roger Hawkins

Documentation Department



PORTLAND, DREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N. W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

June 15, 1981

Supervisor of Shipbuilding Conversion and Repair, USN Seattle, Washington 98115

Attention: Linda Beasley-Warson

Code 411

Dear Linda:

We are anticipating the need to submit, for the first time, a disclosure statement in connection with our services to the U.S. Navy under cost-type contracts.

Please send to my attention Form CASB-DS-1 and any related information which you feel may be appropriate.

> Sincerely yours, Bur a. D.

Bruce A. Dummer

Controller

BAD/dc



PORTLAND, OREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N. W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, DREGON

April 30, 1981

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Cdr. P. Schrodt

RedSupShip, Portland

Subject:

Delayed Mail Delivery

Gentlemen:

This is to advise you that any mail that is not addressed to our post office box number is delayed in delivery to the Marine Division in the Portland Ship Repair Yard on Swan Island.

Please change your mailing address records for Northwest Marine Iron Works Marine Division to reflect the P.O. Box 3109, Portland, Oregon 97208 address for all mail.

Very truly yours,

Nick G. Calley Manager Administration

SW

cc: J. T. Mitchell, NMIW



PORTLAND, DREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE
TELEPHONE: 228-8222
AREA CODE 503
PORTLAND, OREGON

April 22, 1981

Department of the Navy Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. Chuck Smith

Subject: U.S. Na

U.S. Navy Certification of Port of Portland

Dry Dock No. 3

Enclosure: 1) FCR for Dry Dock No. 3, Report 09964

Gentlemen:

Per our phone conversation of 4-22-81, a copy of the No. 3 Dry Dock Certification Report is enclosed for your files.

Very truly yours,

Don Stevens

Engineering Department

Marine Division

DS/sw Encl.



Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

PORTLAND, OREGON 97208

2516 N. W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

April 15, 1981

Department of the Navy Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: J. D. Winston, Code 400

Subject:

U.S. Navy Certification of Port of Portland

Dry Dock No. 3

Enclosure: 1. FCR for Port of Portland Drydock No. 3,

Report 09964

Gentlemen:

We hereby apply for U.S. Navy Certification of Port of Portland Dry Dock No. 3. Enclosed is the Facility Certification Report as required by MIL-STD-1625A (SH).

We are a Master Ship Contractor. Our MSR contract number is N62799-70-C-0013.

Please call me at (503) 285-7557 if you have any comments or question on these reports.

Very truly yours,

Donald R. Stevens

Parold R. Starces

DRS/sw Encl.

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

N REPLY REFER TO: 4710 Ser 602-3044 APR 1 3 1981

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle To: Distribution List

Subj: Ship Repair Workload Forecast for the Naval Base Seattle Area of Responsibility

Encl: (1) Tentative Projected Workload Listing

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- 1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload which may be accomplished in the Naval Base Seattle Area of Responsibility.
- 2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.
- 3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor in the area.

D. KRIZAN
By direction

Distribution List: Astoria Marine Construction Company, Astoria, OR The Boeing Company, Seattle, WA Cummings Boat Company Inc., Tacoma, WA Dillingham Ship Repair, Portland, OR Duwamish Shipyard, Inc., Seattle, WA Fisherman's Boat Shop, Inc., Everett, WA Foss Launch & Tug Company, Seattle, WA General Electric Company, Portland, OR Lake Union Drydock Company, Seattle, WA Lockheed Shipbuilding & Construction Seattle, WA Marine Construction & Design Company

Seattle, WA

Marine Industries Northwest, Inc. Tacoma, WA Marine Power & Equipment Company, Seattle, WA Marine Ways Corporation, Portland, OR Northwest Marine Iron Works, Portland, OR Pacific Fisherman, Inc., Seattle, WA Peterson Boat Building Company, Tacoma, WA Rowe Machine Works, Inc., Seattle, WA SEA-TAC Alaska Shipbuilding Corporation, Tacoma, WA Tacoma Boatbuilding Company, Inc., Tacoma, WA Todd Pacific Shipyards Corporat Seattle, WA Uniflite Inc., Bellingham, /WA

Willamette Iron & Steel Compan

Portland, OR

4710 Ser 602-3044 13 APR 1981

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
NAVBASE SEATTLE
COMNAVSHIPYD, Bremerton, WA
NIS SEATTLE

TENTATIVE PROJECTED WORKLOAD LISTING

	SHIP	APPROX START	APPROX LENGTH	TYPE WORK
	YC-1470	JUN 81	1 month	1,2
	YFN-806	APR 81	2 months	1,2
	YFN-941	APR 81	1 month	1,2
	IX-502	MAY 81	2-1/2 months	2
	YFN-972	3rd QTR 81	2 months	1,2
	YFN-371	MAY 81	3 months	1,2
	YTB-783	MAY 81	3 months	1,4
	MSO-455 (IMPLICIT)	MAY 81	1-1/2 months	1,2
	MSO-488 (CONQUEST)	AUG 81	1-1/2 months	1,2
	MSO-437 (ENHANCE)	JUN 81	1-1/2 months	1,2
	MSO-492 (PLEDGE)	AUG 81	1-1/2 months	1,2
*	DD-967 (ELLIOT)	AUG 81	8 months	1,4
*	AOE-2 (CAMDEN)	OCT 81	13 months	1,4
	MSO-455 (IMPLICIT)	FEB 82	3 months	1,4
*	DD-971 (DAVID R. RAY)	FEB 82	8 months	1,4

^{*} WEST COAST AREA BID

1 m . 1

^{1 -} Drydocking

^{2 -} Repair

^{3 -} Alteration

^{4 -} Regular Overhaul

^{5 -} Activation

^{6 -} Inactivation

^{7 -} Modification

NAVY CORES?

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4200 Ser 510-2938

1 0 APR 1981

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Northwest Marine Ironworks, Portland, OR

Subj: Contract N62799-70-C-0013, Job Order 0046, 1981 Property Admin-

istration Survey; report on

Encl: (1) Property Administration Audit Report

1. The subject survey was completed on 27 March 1981. As a result of the Property Administrator's findings, your system for the control of Government Furnished Property is approved.

2. Enclosure (1) is attached for your records.

D. W. CARPENTER

Property Administrator



PROPERTY ADMINISTRATION AUDIT REPORT

I. INTRODUCTION

- a. Northwest Marine Iron Works, P. O. Box 3109, Portland, OR 97208
- b. Period of Survey

25 - 27 March 1981

c. Government personnel conducting the survey

Mr. Douglas Carpenter, Property Administrator

Mr. Norman Wong, Assistant

d. Contract Number

N62799-70-C-0013, Job Order 0046

e. Status of Contractor's procedures

Approved

II. METHODS USED

Techniques used in performing the survey were statistical sampling, 100% sampling, observation, and judgment.

III. FINDINGS - CONCLUSIONS

a. Category 2

Receiving

- 1. Findings
- (a) Functional area: Receiving process. Lot size 78 sample size 31. Receiving reports adequately described items and showed count and condition. Where quantity, condition or description differed from that shown on inbound shipping documents, proper adjustment documents were prepared. Receiving reports were promptly and properly prepared, controlled, and distributed. Items were properly identified and marked during the receiving process.
 - 2. Conclusion

The Category of Receiving is satisfactory.

b. Category 3

Records

1. Findings

(a) Functional area: Inventory Control Records - GFM. Lot size 115, sample size 44. Accounting records conformed to DAR requirements and were sufficient. Accounting entries were made without undue delay. Accounting records were closed by means of a proper accounting entry, adequately supported by documentation. Locator system was adequate and accurate.

2. Conclusion

Based on the findings, the Category of Records is satisfactory.

c. Category 4

Storage and Movement, by Observation

1. Findings

- (a) Functional Area Warehousing: Housekeeping was adequate. Government property was separated from Contractor's property. Adequate protection was provided. Adequate measures were provided for corrosion prevention.
- (b) Functional Area Internal and External Movement: Items were moved under proper authority, supported by issue slips, shipping ticket, etc.. Adequate protection was provided during movement.

2. Conclusion

The Category, Storage and Movement, is satisfactory.

d. Category 6

Utilization

1. Findings

(a) Functional Area: Materials. Lot size 115, sample size 44. Items were used for the purpose authorized by the contract and were not diverted to other use. The degree of utilization justifies retention.

2. Conclusion

The Category, Utilization, is satisfactory.

e. Category 9

Subcontractor control

1. Findings

(a) Functional area: Prime-Contract Controls. Lot size 1, sample size 1. The sub-contract contained adequate instructions with respect to sub-contractor's responsibility. Prime contractor's surveillance over Government property in the possession of sub-contractors is adequate.

2. Conclusion

The Category, Sub-Contractor Controls, is satisfactory.

f. Category 10

Disposition

- 1. Findings
- (a) By Observation: Documentation of disposal is complete and reflects authority. The date of disposal is posted to the record where appropriate proceeds are credited to the Government.
 - 2. Conclusion

The Category, Disposition, is satisfactory.

GENERAL COMMENTS:

The Contractor's system for the control of Government property is approved for the Categories examined during this survey.

D. W. CARPENTER

Property Administrator

A From Error

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

FF-1065 Ser 330.2-2064

0 9 APR 1981

From

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle Northwest Marine Iron Works, Portland, OR (Attn: W. J. Butler,

General Manager)

Subj:

USS STEIN (FF-1065) Overhaul, NMIW Welding Procedure No. 47 for GTAW Welding of Carbon Steel Pipe with Consumable Insert; comments concerning

Ref:

(a) NMIW 1tr Ser 1500-304 dtd 20 Mar 1981

(b) SUPSHIP Seattle 1tr FF-1065, Ser 330.2-595 dtd 10 Feb 1981

(c) MIL-STD-278E

(d) MIL-STD-22C

- 1. By reference (a), the Contractor requested that the Supervisor rescind the requirements requested by reference (b), paragraphs 4.a, b, c and d, and approve the subject welding procedure for production work. The stated reason was that the Contractor considered them to be in excess of the requirements for P-1 piping systems on surface vessels and that a very costly equitable adjustment to the Contractor would be required to comply with on future work.
- 2. The Contractor's attention is directed to reference (c), Section 4.1, Quality Assurance, which states, in part: "Each organization shall maintain an inspection system adequate to assure . . . the Government Inspector that all of the requirements of this standard have been and are continuously being met. Written procedures shall be prepared to assign responsibility and provide accountability for performing work and inspections. . . . The Quality Control system shall include preparing and maintaining written records of at least the following items for each welded joint of the weld classes specified herein. . . . A record form shall be prepared prior to the commencement of the operation which it covers. Operations shall be recorded prior to the commencement of the next operation. Each item on the record form shall be signed by the organization's inspector and dated. If . . . the Government Inspector has evidence that the requirements of this standard are not being met, they can suspend, upon written notification, the use of any questionable . . . procedure . . . on work covered by this standard until compliance with the requirements is judged satisfactory by . . . the Government Inspector."
- 3. The Supervisor recognizes that the joint designs of reference (d) associated with consumable inserts are unique in that they are the only ones which have an inside diameter tolerance that must be satisfied prior to fitup of the joint. However, they are considered part of the fitup inspection requirements of reference (c), paragraph 4.1.3. Since this inspection cannot be combined with another inspection operation, it must be recorded and signed for prior to the next operation (fitting the parts together), thereby requiring an additional recording and signature block applicable to consumable insert joints only.

FF-1065 Ser 330.2-2064

0 9 APR 1981

4. The requirements of reference (b), paragraphs 4.a, b, c and d, are therefore not in excess of the requirements of reference (c) for P-1 piping systems on surface vessels. They must be satisfied before the subject welding procedure will be considered acceptable for production use on any P-1 piping systems associated with Navy vessels.

R. MORRISON
By direction

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
C-26595 (63'NMB)	2nd Qtr *81	1 month	3
YFRT-451	2nd Qtr '81	3 months	1,4
YTB-767	2nd Qtr '81	3 months	1,4
YC-1470	Mar '81	1½ months	1,2
IX-502	3rd Qtr '81	3 months	1,4
NS-11 (Diving Boat)Apr '81	1 month	3
YFN-371	Apr '81	2 months	1,2
YTB-783	Apr '81	3 months	1,4
MSO-488 (CONQUEST)	June '81	1½ months	1,2
MSO-455 (IMPLICIT)	June '81	1½ months	1,2
C-3210	4th Qtr '81	1 month	3
MSO-492 (PLEDGE)	Aug '81	1½ months	1,2
MSO-437 (ENHANCE)	Aug '81	1^{1} months	1,2
DD-967 (ELLIOT)	Aug '81	7 months	1,4
AOE-2 (CAMDEN)	Oct *81 Jan *82	3 months 10 months	1 4
MSO-455 (IMPLICIT)	Feb '82	3 months	1,4
DD-971 (RAY)	Feb '82	7 months	1,4

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Encl (1)

^{1 -} Drydocking

^{2 -} Repair

^{3 -} Alteration

^{4 -} Regular Overhaul

^{5 -} Activation

^{6 -} Inactivation

^{7 -} Modification

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE. WASHINGTON 98115

IN REPLY REFER TO: 4710 Ser 602-7052 0 2 OCT 1980

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Ship Repair Workload Forecast for the THIRTEENTH Naval District Subj:

Encl: Tentative Projected Workload Listing

- 1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the THIRTEENTH Naval District.
- 2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.
- 3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor in the area.

Distribution List:

Astoria Marine Construction Company, Astoria, OR

The Boeing Company, Seattle, WA

Cummings Boat Company Inc.,

Tacoma, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Shipyard, Inc.,

Seattle, WA

Fishermen's Boat Shop, Inc.,

Everett, WA

Foss Launch & Tug Company,

Seattle, WA

Lake Union Drydock Company

Seattle, WA

Lockheed Shipbuilding & Con-

struction Company, Seattle, WA

Marine Construction & Design Company

Seattle, WA

Marine Power & Equipment Company, Seattle, WA

Marine Ways Corporation, Portland, OR Northwest Marine Iron Works,

Portland, OR

Pacific Fishermen, Inc., Seattle, WA

Peterson Boat Building Company,

Tacoma, WA

Rowe Machine Works, Inc., Seattle, WA

SEA-TAC Alaska Shipbuilding Corporation,

Tacoma, WA

Tacoma Boatbuilding Company, Inc.,

Tacoma, WA

Todd Pacific Shipyards Corporation,

Seattle, WA

Uniflite Inc., Bellingham, WA

Willamette Iron & Steel Company,

Portland, OR

4710 Ser 602-7052 0 2 OCT 1980

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA
NIS Seattle

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YFRT-451	2nd Qtr 81	3 mo.	1,4
YTB-767	2nd Qtr 81	3 mo.	1,4
YTB-783	March 81	3 mo.	1,4
MSO-488 (CONQUEST)	June 81	$1\frac{1}{2}$ mo.	1,2
MSO-455 (IMPLICIT)	June 81	$1\frac{1}{2}$ mo.	1,2
MSO-438 (ESTEEM)	June 81	$1\frac{1}{2}$ mo.	1,2
MSO-492 (PLEDGE)	Aug 81	$1\frac{1}{2}$ mo.	1,2
MSO-437 (ENHANCE)	Aug 81	$1\frac{1}{2}$ mo.	1,2
DD-967 (ELLIOT)	August 81	7 mo.	1,4
AOE-2 (CAMDEN)	October 81 January 82	3 mo. 10 mo.	1 4
DD-971 (RAY)	February 82	7 mo.	1,4

1 - Drydocking

2 - Repair

3 - Alteration

4 - Regular Overhaul

5 - Activation

6 - Inactivation

7 - Modification



Enclosure (1)



DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4710 Ser 330.3-4688 8 JUL 1980

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Northwest Marine Iron Works. Portland, Oregon

Subj: Agreement State Licenses Conducting Isotope Radiography on Navy

Ships; NRC Requirement for

Encl: (1) Form NRC-241 - Report of Proposed Activities in Non-Agreement States

1. This Command has received notification of a possible problem of jurisdiction over Agreement State Licenses conducting Isotope Radiography on Navy ships in privately-owned shipyards.

- 2. Accordingly, the contractor is hereby informed that the Nuclear Regulatory Commission (NRC) has jurisdiction over "commissioned hulls" regardless of their location. This includes ships in Agreement State private shipyards for repair or overhaul regardless of the presence of Navy personnel.
- 3. All radiographers performing Isotope Radiography on Navy ships must be either licensed by the NRC or they must be licensed by an Agreement State and file Form 241, enclosure (1), with the NRC.
- 4. The NRC, as opposed to an Agreement State, has regulatory authority over the use of agreement materials on "commissioned hulls," that is, on commissioned Navy vessels, whether the vessel is on Federal territory or at a privately-owned shipyard in an Agreement State. In addition, Agreement State firms not licensed by the NRC must file Form 241, "Report of Proposed Activities in Non-Agreement States." This report is the only official notification that the NRC accepts from Agreement State Licenses proposing to work on "commissioned hulls."

J. HIGHAM: By direction

Answered 07/22/80 per Letter Serial #1500-133.



NORTHWEST MARINE IRON WORKS

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

PORTLAND, DREGON 97208

2516 N. W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

July 15, 1980 Serial No. 1265-199

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. James D. Winston, Contracting Officer

Subject:

Master Contract for Repair and Alteration of Vessels N62799-70-C-0013, Job Order No. 0044, redelivery of

USS MONTICELLO (LSD-35) to the U. S. Navy

Reference: a) SOS letter 4330, Ser 400-4953, 9 July 1980

b) NMIW letter Ser 1265-191, 25 June 1980

c) SOS letter LSD-35, Ser 100-4670, 27 June 1980 d) SOS letter LSD-35, Ser 400-4769, 02 July 1980

Gentlemen:

Letter, Ref. (a), affords the Contractor the opportunity to show cause why Job Order No. 0044 should not be terminated for default.

In answer to letter, Ref. (a), we understand that the subject of termination is based solely upon failure to make satisfactory progress and not upon quality of workmanship. Therefore, we believe it is not in the U.S. Navy's best interest to terminate the contract because it would be impossible to complete the work in a shorter time frame using a different, unfamiliar contractor.

We believe the Supervisor of Shipbuilding letter, Ref. (a), is inconsistent with the agreements reached between the Contractor and the government in our letter of 25 June, Ref. (b), and Supervisor's letters of 27 June and 02 July, Ref. (c) and (d). Notwithstanding paragraph three of your 27 June letter, Ref. (c), we agreed upon a revised completion date of 5 September 1980.

Supervisor of Shipbuilding

Page 2

July 15, 1980

In addition to the consideration listed in paragraph two of your 27 June letter, Ref. (c), we agreed to accelerate performance between 25 June and 5 September, 1980 in order to meet the milestone dates.

Further to the above, we believe there are instances of excusable delay caused by government acts and other causes. Ten days is not sufficient time to determine and delineate all these instances and we reserve the right to pursue these defenses in the future should the government decide to terminate this job order.

Very truly, yours

W. J. Butler

Vide President and General Manager

WJB/sw

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DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4710 Ser 602-4711 **8** JUL 1980

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Ship Repair Workload Forecast for the THIRTEENTH Naval District

Encl: (1) Tentative Projected Workload Listing

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D. KRIZAN
By direction

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Seattle, WA

Fishermen's Boat Shop, Inc.,

Everett, WA

Foss Launch & Tug Company,

Seattle, WA

Lake Union Drydock Company

Seattle, WA

Lockheed Shipbuilding & Con-

struction Company, Seattle, WA

Marine Construction & Design Company Seattle, WA

Marine Power & Equipment Company, Seattle, WA

Marine Ways Corporation, Portland, OR Northwest Marine Iron Works,

Portland, OR

Pacific Fishermen, Inc., Seattle, WA

Peterson Boat Building Company,

Tacoma, WA

Rowe Machine Works, Inc., Seattle, WA SEA-TAC Alaska Shipbuilding Corporation,

Tacoma, WA

Tacoma Boatbuilding Company, Inc., Tacoma, WA

Todd Pacific Shipyards Corporation, Seattle, WA

Uniflite Inc., Bellingham, WA

Willamette Iron & Steel Company,

Portland, OR

4710 Ser 602-4711 **8** JUL 1980

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA
NIS Seattle

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YTB-768	September 80	1 mo.	3
IX-308 LOT I (NEW BEDFORD) LOT II	September 80 October 80	4 mo.	1,4
YFRT-520	1st Qtr 81	2 mo.	2
YFRT-451	2nd Qtr 81	3 mo.	1,4
YTB-767	2nd Qtr 81	3 mo.	1,4
YTB-783	March 81	3 mo.	1,4
AFT-105 (MOCTOBI)	April 81	$1\frac{1}{2}$ mo.	1,2
MSO-455 (IMPLICIT)	June 81	1^{1}_{2} mo.	1,2
MSO-438 (ESTEEM)	June 81	1^{1}_{2} mo.	1,2
MSO-488 (CONQUEST)	July 81	$1\frac{1}{2}$ mo.	1,2
DD-967 (ELLIOT)	August 81	7 mo.	1,4
AOE-2 (CAMDEN)	January 82	10 mo.	4

^{1 -} Drydocking

Enclosure (1)

^{2 -} Répair

^{3 -} Alteration

^{4 -} Regular Overhaul

^{5 -} Activation

^{6 -} Inactivation

^{7 -} Modification

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN

SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4120 Ser 160-4494 24 June 1980

From:

Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

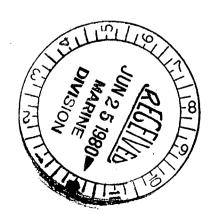
To: Distribution List

Subj: Ship Repair Specifications for Planning and Scheduling

- 1. Specification Item Numbers 042-21 and 042-22 (USS SACRAMENTO only) for production scheduling and progress data have been included with the recent solicitations and contracts for major overhauls. This specification was established with the primary intent for improving planning, scheduling and control of resources (material, manpower and facilities) required to accomplish major overhauls. Further action has been taken with recent contract awards to increase the lead time available to the contractor for planning and advance procurement of material prior to the arrival of the ship for start of the availability.
- 2. Discussions with shipyards involved in applying these specification requirements have recently been accomplished to ensure understanding of specification requirements and to solicit recommendations for improving future issues of these specifications. A major concern is trying to structure a specification that fits the variety of scheduling systems that may be selected by the various shipyards while meeting the minimum requirements for visibility to ensure proper control of overhaul resources and review of overhaul performance.
- 3. A meeting is scheduled at the office of the Supervisor of Shipbuilding, Seattle (Building 222), 0900 on 14 July 1980 to discuss recommended changes and improvements to ship repair specifications for production scheduling and progressing. Industry participation in this meeting is desired to ensure requirements stated in the specifications are essentially what is necessary to properly manage the overhauls and to review contract performance.

PETER M. SIAS By direction (206) 527-3848

Distribution List:
Willamette Iron & Steel Co.
Northwest Marine Iron Works
Todd Pacific Shipyards Corp., Seattle
Lockheed Shipbuilding & Construction Co.



FF-1065/ Ser 167-

From: Supervisor of Shipbuilding, Conversion, and Repair, USN,

To: Northwest Marine Iron Works, Portland, OR

Subj: USS STEIN (FF-1065), Contract N62799-70-C-0013, Job Order 0046,

Production Scheduling and Progress Data

Ref: (a) Ship Repair Specification Item No. 042-21, Production Scheduling and Progress Data

(b) NWMIW 1tr ser 1500-47 dtd 23 May 1980 (w/encls)

- 1. The following confirms the discussions held during the meeting between Mr. Bates/Ms. Warson (SUPSHIP Seattle), Mr. McCauley, Mr. Bekooy and Mr. Erv (NWMIW) on 18 June 1980 and the subsequent review during the phone call with Mr. Sias on 19 June 1980:
- a. The key milestone summary report previously submitted, with future monthly updates, satisfies the requirements of specification 042-21 including paragraph 3.1.4.2.A.
- b. To satisfy the requirement for critical path network tabular summary report (sorts by specification production work item numbers, early start dates and floats) as required by paragraph 3.1.4.3 of reference (a), the contractor will notate critical items in the tabular specification production work item detail summary report paragraph 3.1.4.2.
- c. For submission of detail PERT/CPM networks and subnetworks (paragraph 3.1.3), the contractor will submit only initial networks and subnetworks 30 days after contract award. Revisions to initial networks will be available for Navy review and will not require submittal. This does not apply to the critical path summary network paragraph 3.1.4.3 which is required monthly.
- d. To satisfy the requirement for the tabular specification production work item/GANTT bar chart summary report physical progress of completed work (in percent) for each specification item number as required by paragraph 3.1.4.10, the contractor will write the percentage in on the bar chart. The

requirements in paragraph 3.1.4.1 **P** for the bar chart plotted actual physical progress for each specification work item vs. overall scheduled cycle time will be satisfied by marking the actual progress on the bar chart.

- e. As requested in reference (b), the requirements for the submittal of the contractor furnished material ordering guide (paragraph 3.4.1), the Government furnished material delivery guide (paragraph 3.4.2) and the condition report schedule (paragraph 3.6.1) will be satisfied by the initial submittal and only those pages which have been revised. The revised issue date will be shown on each individual page.
- f. The contractor will satisfy the specification item status report required (paragraph 3.7.) by including it in the tabular specification production work item detail summary report.
- g. The contractor will submit the labor progress curves required by paragraph 3.3. The plotted production labor progress will agree with the figures given in the weekly progress meeting.
- h. The contractor will submit the labor and manning curves required in paragraph 3.2. This will show actual manpower utilized plotted independently to permit comparison to the planned manpower loading. Also, major in-yard production subcontractor labor and manning curves will be submitted. The manning will be shown in men per day as required by the specification and the run date of the data will be included.
- i. As requested in reference (b), the contractor can combine bi-weekly submittals with end of month submittals per schedule 2. However, this does not apply to the submittals for the 25% and 50% schedule review conferences (Specification Item 042-23) which are special requirements.

- j. The contractor will include the actual start date and actual finish date on the tabular specification production work item detail summary reports required in paragraphs 3.1.4.1 J and K. Also, the contractor will include code symbols identifying completed work items and events required in paragraph 3.1.4.2 A in the tabular specification production work item detail summary report.
- k. The contractor will include the specification item number on the contractor furnished material ordering guide per paragraph 3.4.1 C.
- 1. The contractor will include the Schedule "A" Item Number on the Government furnished material delivery guide per paragraph 3.4.2 D.
- m. The issue date for the entire condition report schedule will be included by the contractor on the condition report schedule per paragraph 3.6.1 A.
- 2. Contractor's timely response to above is required by the next submittal and shall meet the requirements of reference (a). The Supervisor appreciates the contractor's comments on reference (a).
- 3. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

LINDA M. BEASLEY-WARSON By direction

Copy to: Codes 160, 167(2), 170, 618, 405, 600, 611



PORTLAND, DREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE
TELEPHONE: 228-8222
AREA CODE 503
PORTLAND, OREGON

June 24, 1980

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention:

Captain S. P. Passantino

Code 100

Subject:

Improvements to Accommodate U.S. Navy Repair

Requirements

Gentlemen:

Toward the end of achieving increased quality and more timely overhauls, the U.S. Navy is constantly increasing the requirements for facilities to satisfactorily accomplish their repair and overhaul work.

Northwest Marine Iron Works has provided important and expensive facilities and procedures aimed solely at improving our ability to accomplish the U.S. Navy work to the satisfaction of the Navy. These improvements, listed below, are of little if any value to our commercial customers.

Major recent improvements are:

- A) Provide crew berthing and messing facilities at shipside by means of a rehabilitated APB barracks barge.
- B) Provide electric motor full capacity, controlled input-output dynometric test facility.
- C) Provide calibrated pump and motor capacity test facility.
- D) Provide hydraulic operated, full size and pressure range valve test facility.

- E) Provide EZPERT computer hardware and software for job planning and job control.
- F) Provide a new, completely outfitted shop devoted solely to valve and pump repairs.
- G) Provide a C.H.T. system for the barracks barge and shore-based, permanent disposal facility for the barge and vessel under repair.

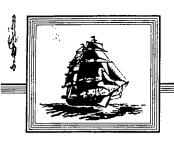
Further to the above, we have hired a training consultant and two full time training employees, a Training Supervisor and a Training Coordinator, and are in the process of providing training to new employees, leadmen, and foremen, with special emphasis on Supervisor training to cope with the growth in our labor force.

I am sure all of these improvements are of interest to you. I will provide more detailed information on these items in the near future.

Very truly yours,

Vice President and Coneral Manager

WJB/sw



AU ADDRESS P. O. BOX 3109

PORTLAND, OREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE
TELEPHONE: 228-8222
AREA CODE 503
PORTLAND, OREGON

June 9, 1980

Supervisor of Shipbuilding, Conversion and Repair, USN (Code 169) Seattle, Washington 98115

Reference: SOS letter 4350 Ser 169-2845 of 9 MAY 1980

Gentlemen:

In answer to the questions posed in Ref. (a), please be informed as follows:

- a) Optimum ship repair production manning
 - Commercial ship repair
 450 men per day
 - Navy ship repair
 450 men per day
 - 3) Other Government ship repair

no allocation--if work is available, force must come from a reduction of (1) or (2) above if that work is not available.

- 4) Misc. waterfront work at loading berths--50 men per day
- 5) Total ship repair--950 men per day apportioned as per work availability.
- b) Maximum ship repair production manning
 - Commercial ship repair
 700 men per day

2) Navy ship repair

A WEST

700 men per day.

3) Other Government ship repair

No allocation—if work is available, force must come from a reduction of (1) or (2) above if that work is not available.

- 4) Misc. waterfront work at loading berths--50 men per day.
- 5) Total ship repair

1,450 men per day apportioned as per work availability.

c) Total new construction and ship repair production manning

NOTE: We do have building ways available for barges or small ships to 400' X 90' X 4,000 tons. Work force would have to come basically from ship repair manning with perhaps a 100 man per day increase for steel fabrication craft.

4) Total - 1,550 men per day.

The above limits are based upon labor availability--facilities are not a limiting factor. We are proceeding with employee and supervision training. In time ($1\frac{1}{2}$ to 2 years), we hope to raise our available labor limits.

Very truly yours,

Vice President and

General Manager

WJB/sw

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

4710 Ser 602-2528 14 APR 1980

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Ship Repair Workload Forecast for the THIRTEENTH Naval District

Encl: (1) Tentative Projected Workload Listing

- 1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the THIRTEENTH Naval District.
- 2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.
- 3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor in the area.

H.M. OIEN
By direction

Portland, OR

Distribution List: Astoria Marine Const. Co., Astoria, Or The Boeing Co., Seattle, WA Cummings Boat Co., Inc., Tacoma, WA Dillingham Ship Repair, Portland, OR Duwamish Ship Repair, Seattle, WA Fisherman's Boat Ship Inc., Everett, WA Foss Launch & Tug Co., Seattle, WA Lake Union Drydock Co., Seattle, WA Lockheed Shipbuilding & Construction Co., Seattle, WA

Marine Construction & Design Co., Seattle, WA Marine Power & Equipment Co., Seattle, WA Marine Ways Corp., Portland, OR Northwest Marine Iron Works, Portland, OR Pacific Fisherman, Inc., Seattle, WA Peterson Boatbuilding Co., Tacoma, WA Rowe Machine Works, Inc., Seattle, WA SEA-TAC Alaska Shipbuilding Corp., Tacoma, WA Tacoma Boatbuilding Co., Inc., Tacoma, WA Todd Pacific Shipyards Corp., Seattle, WA Uniflite Inc., Bellingham, WA Willamette Iron & Steel Co

cc: Thoman Mitchell Tockey Butler

MARINE DIVISION

4710 Ser 602-2528 **14** APR 1980

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YTB-768	Sep 80	1 month	3
APL-4	Apr 80	5 months	2,3
YTB-818	Jun 80	3 months	1,4
YTM-770	Jun 80	1 month	3
YFRT-520	Jun 80	2 months	1,2
IX-507 (GAFFEY)	Jun 80	5 months	1,3
MCON-P-208 (Acoustic Range Facility)	4th QTR 80	2 months	7
YFNX-19 (Deperm Barge)	4th QTR 80	2 months	1,2
YTM-395	1 Oct 80	3 months	1,2
MSO-438 (ESTEEM)	Sep 80	3 months	1,4
IX-308 (NEW BEDFORD)	4th QTR 80	4 months	1,4
FF-1051 (O'CALLAHAN)	Oct 80	9 months	1,4
FF-1063 (REASONER)	Oct 80	12 months	1,4
DD-967 (ELLIOT)	Aug 81	9 months	1,4

^{1 -} Drydocking
2 - Repair

^{3 -} Alteration

^{4 -} Regular Overhaul

^{5 -} Activation

^{6 -} Inactivation7 - Modification

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4335 FF-1065 Ser 410-2412

0 & AFR 1980

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Northwest Marine Iron Works, Portland

Attn: Mr. W. J. Butler

Subj: Contractor Performance

- 1. In conjunction with your bid for the USS STEIN (FF-1065) BOH, a pre-award survey was conducted on 03 April 1980. Findings in connection with that survey indicate that in several areas the contractor is non-responsible. Specific areas requiring management attention are:
 - a. NDT and Level I piping procedures not accomplished.
 - b. NDT personnel qualifications unsatisfactory.
 - c. NDT procedures unsatisfactory.
 - d. Weld procedures unsatisfactory.
- 2. During the USS MONTICELLO (LSD-35) ROH, it has become apparent that the contractor has not given sufficient management attention to control of subcontractor effort and scheduling, conformance with milestone schedules, and Quality Assurance (QA).
- 3. In particular, there have been considerable repetitive QA deficiencies which shows the contractor's control of quality to be unsatisfactory. These are: lagging thickness on main steam line; stainless steel seals for main steam valves vice specified silver seals, inadequate surface preparation on ballast valves; flexitalic gaskets of 150 PSI utilized where 600 PSI required, also, because of oversize gaskets being used, an inadequate seal resulted. Additionally, the contractor's conformance with fire watch provisions are not adequate.
- 4. There is concern that the contractor's Test and Trial organization is not adequate to support concurrent testing, which will be accomplished in USS MONTICELLO (LSD-35) and USS STEIN (FF-1065). At award of USS MONTICELLO (LSD-35), the contractor noted that commercial work in process would not impact on the project schedule. However, performance

4335 FF-1065 Ser 410-2412

0 8 APR 1980

on USS MONTICELLO (LSD-35) is currently behind schedule, a condition primarily resulting from contractor's failure to adequately prioritize these projects and man USS MONTICELLO (LSD-35) with properly trained people. The Supervisor must be assured that delay in USS MONTICELLO (LSD-35) will not reflect on a similar delay in completion of USS STEIN (FF-1065) and that USS STEIN (FF-1065) from start to finish will be manned in adequate numbers and by qualified, experienced personnel.

5. The matters set forth, above, are in need of management attention and/or corrective action before the contractor can be determined responsible for purposes of USS STEIN (FF-1065) award. For that reason, it is requested the contractor provide immediately his written response, indicating specific action which will be taken to rectify noted deficiencies. This response should address the items listed in paragraphs 1, 2, and 3 above, and steps to improve the administration of the contractor's QA program and efforts the contractor will take to man the ship so as to enable him to adhere to schedule and preclude reoccurance of the USS MONTICELLO (LSD-35) situation as discussed in paragraph 4 above.

S. P. PASSANTINO



MAIL ADDRESS: P. D. BOX 3109

PORTLAND, DREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE
TELEPHONE: 228-8222
AREA CODE 503
PORTLAND, OREGON

April 10, 1980

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Captain S. P. Passantino

Subject: Contractor Performance

Reference: a) S.O.S. letter of 8 APR 1980, Ser No. 410-2412, FF-1065

Gentlemen:

We herein submit information and comments in answer to your letter, Reference (a). Subjects are arranged as per the identity of Ref. (a).

1. (a) Level | Piping Procedures

The procedures required will be submitted no later than April 30, 1980.

(b) NDT Personnel Qualifications

Our NDT requirements will be accomplished by a certified subcontractor using qualified personnel until Northwest Marine Iron Works' employees have been trained and certified I.A.W. The requirements of MIL-STD-271E.

(c) NDT Procedures

We will utilize the services of qualified and certified subcontractor personnel and their approved procedures.

Northwest Marine Iron Works has prepared written NDT procedures and submitted same to Pittsburgh Testing for review and approval by their Level III examiner. Letter of approval should be received by April 18, 1980.

When Northwest Marine Iron Works personnel and procedures are approved, we will take over a portion of the work from the subcontractor to expedite the work.

2. (a) Subcontractor Effort and Scheduling

Subcontractors will be chosen on the basis of workload, facilities and past performance.

The quality assurance performance of subcontractors will be monitored by Northwest Marine Iron Works' Quality Assurance Department. Subcontractors not having a satisfactory Q.A. effort will be supplemented by Q.A. provided by Northwest Marine Iron Works.

Northwest Marine Iron Works will make frequent visits to all subcontractor's shops and oversee their work in the shipyard to ensure proper quality assurance.

Northwest Marine Iron Works is installing a computer system "in house" complete with personnel to monitor the networks required by the specifications, including a section devoted to subcontractor scheduling, separate from the main network but adjunctive to and dependent upon the network. The system being installed is "Easipert" and is scheduled to be operating by April 25, 1980.

Northwest Marine Iron Works has outfitted a new, complete shop to overhaul valves and pumps from Navy ships. This facility is now complete and will be used the first time on the "STEIN" overhaul. This will remove some of our dependence on subcontractors.

(b) Conformance with Milestone Schedule

The new "Easipert" computer installation should provide more accurate, timely and usable schedules for control of work. We will be able to provide usable information to production crafts and receive and use return progress information.

(c) Quality Assurance

Northwest Marine Iron Works' Quality Assurance Department is being increased by hiring additional personnel so that documentation, control of work instructions in production and physical examination of work can be properly accomplished. The duties, responsibilities and authority of the Q.A. Department will be clarified.

See Item 2(a) above regarding additional Q.A. improvements.

Page 3

3. (a) Quality Assurance Deficiencies

By virtue of the improvements in the Q.A. Department, we shall work to minimize deficiencies by elimination of the causes of the problem as determined by increased surveillance.

(b) Fire Watch

The specification requirements for fire watch provision on the "STEIN" are not as severe as that required on the "MONTICELLO". Northwest Marine Iron Works does not expect a problem in meeting the specification requirements on the "STEIN".

4. (a) Test and Trial Organization

Should it be necessary, we can expand our test group to cover the requirements of the "STEIN" and "MONTICELLO".

(b) Manning on "STEIN"

Our work force is decreasing from 1,400 production workers to approximately 900. At the moment, our only requirement is the "STEIN" at approximately 350 men, but new commercial work will be available.

In this reduction of force, we will maintain all of our current supervision and the most skilled workmen.

We will limit the type and quantity of commercial work taken in hand to protect the quantity and quality of workmen and supervisors on the "STEIN".

Your letter, Reference (a), and the intent therein will receive our full attention.

I am appointing a dedicated person to the position of "Planning Director" for this project whose sole effort will be to control timeliness of all facets of the project.

I am appointing a "Production Director" to oversee and direct the production effort for this project.

These two additional management personnel coupled with my personal attention to the "STEIN" should assist Northwest Marine Iron Works to accomplish our best on this "STEIN" overhaul.

Very truffy yours.

Vice President and General Manager

DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE. WASHINGTON 98115

N REPLY REFER TO: 4200 Ser 520-1294 2 6 FEB 1980

From: Supervisor of Shipbuilding, Conversion and Repair, USN, Seattle

To: Distribution List

Subj: Manufacturing Lead Time for Ship Components, Basic Materials and

Electronic; forwarding of

Ref: (a) NAVSHIPSO, Code 2960 of 23 Jan 80

Encl: (1) Tabulation of Manufacturing Lead Time Data for Ship Components

and Basic Materials of 23 Jan 80

1. Enclosure (1) is forwarded for your information.

PURCHASING DEPT

By direction

B. HORN HAS PHOLOSURE

Distribution List:

LSCC, Seattle

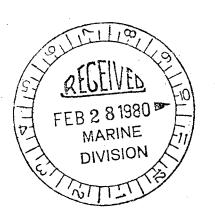
Todd Shipyards Corp., Seattle Div.

LUDD, Seattle

Uniflite, Inc., Bellingham

NWMIW, Portland

Marine Power & Equip. Co., Seattle



DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE. WASHINGTON 98115

IN REPLY REFER TO: 4710 Ser 602-157 7 JAN 1980

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Ship Repair Workload Forecast for the THIRTEENTH Naval District

Encl: (1) Tentative Projected Workload Listing

1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the THIRTEENTH Naval District.

2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.

3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor in the area.

H.M. OIEN
By direction

Distribution List: Astoria Marine Const. Co., Astoria, Or The Boeing Co., Seattle, WA Cummings Boat Co., Inc., Tacoma, WA Dillingham Ship Repair, Portland, OR Duwamish Ship Repair, Seattle, WA Fisherman's Boat Ship Inc., Everett, WA Foss Launch & Tug Co., Seattle, WA Lake Union Drydock Co., Seattle, WA Lockheed Shipbuilding & Construction Co., Seattle, WA

Marine Construction & Design Co., Seattle, WA Marine Power & Equipment Co., Seattle, WA Marine Ways Corp., Portland, OR Northwest Marine Iron Works, Portland, OR Pacific Fisherman, Inc., Seattle, WA Peterson Boatbuilding Co., Tacoma, WA Rowe Machine Works, Inc., Seattle, WA SEA-TAC Alaska Shipbuilding Corp., Tacoma, WA Tacoma Boatbuilding Co., Inc., Tacoma, WA Todd Pacific Shipyards Corp., Seattle, WA Uniflite Inc., Bellingham, WA Willamette Iron & Steel Co., Portland, OR

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
72TR652	1st QTR FY-80	1 month	3
C-3211 (72' TR)	1st QTR FY-80	1 month	3
Submersible Target (EX-MENHADEN)	2nd QTR FY-80	1 month	1,2
C-5861 (72' TR)	2nd QTR FY-80	1 month	3
72TR645	2nd QTR FY-80	1 month	. 3
YSD-15	2nd QTR FY-80	1 month	3
YTB-818	3rd QTR FY-80	4 months	1,2
YTM-770	3rd QTR FY-80	1 month	. 3
MCON P-208 (Acoustic Range Facil	2nd-3rd QTR FY-80 ity)	3 months	7
MSO-455 (IMPLICIT)	MAR 80	3 months	1,4
MSO-438 (ESTEEM)	SEP 80	3 months	1,4
MSO-488 (CONQUEST)	MAR 80	3 months	1,4
IX-507 (GAFFEY)	JUN 80	UNKNOWN	
FF-1065 (STEIN)	MAY 80	11 months	1,4
LSD-39 (MT VERNON)	MAY 80	8 months	1,4
FF-1051 (O'CALLAHAN)	SEP 80	10 months	1,4
IX-308 (NEW BEDFORD)	4th QTR FY-80	UNKNOWN	
FF-1063 (REASONER)	OCT 80	12 months	1,4
DD-825 (CARPENTER)	OCT 80	6 months	1,4

- 1. DRYDOCKING
- 2. REPAIR
- 3. ALTERATION
- 4. REGULAR OVERHAUL
- 5. ACTIVATION
- 6. INACTIVATION
- 7. MODIFICATION

4710 Ser 602-157

7 JAN 1990

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA

BUTGER

Junton Market

DEPARTMENT OF THE NAVY OFFICE OF THE SECRETARY WASHINGTON, D. C. 20350

20 November 1979

Mr. Geørge Grebe President Northwest Marine Iron Works Incorporated P.O. Box 3109 Portland, Oregon 97208

Dear Mr. Grebe:

As you know, it is a long standing policy of the Navy and its major prime contractors to support fully the use of small and minority subcontractors for the production of weapon system components and the provision of appropriate supporting supplies and services.

This policy has been given renewed emphasis by the enactment of Public Law 95-507, Amendments to the Small Business Act and the Small Business Investment Act. P. L. 95-507 requires that the apparent successful offeror on major Government acquisitions must, as a condition prerequisite to contract award, negotiate with the Government contracting officer an acceptable subcontract plan which "offers the maximum practicable opportunities for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals." Each subcontract plan submitted by a prospective prime contractor must include percentage goals for subcontract awards for both small and minority business.

I expect these goals to be negotiated at a level which represents a good faith, aggressive, and comprehensive effort on the part of the prospective contractor to use small and minority business subcontractors to the maximum extent consisent with the efficient performance of the contract. I do not believe it possible to develop realistic goals without identifying and then making extensive solicitation of qualified small and minority business subcontracting sources. In addition to maintaining your own source lists of potential small subcontractors, it is strongly recommended that you take advantage of the small business and disadvantaged small business source identification system of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the U. S. Department of Commerce, and the facilities of various Minority Associations.

Your continued personal interest in and support of the Government's program to offer maximum practicable subcontracting opportunities to small and disadvantaged business are very much appreciated.

Sincerely,

Edward Hidalgo

Secretary of the Navy

STATE OCT 26 1979 OCT 26 1979 MARINE DIVISION DIVISION

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO:

A0E-1

Ser 410-6933 **23 OCT 1979**

Northwest Marine Iron Works 2516 N. W. 29th Avenue Portland, Oregon 97208

Gentlemen:

The Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle is proposing to solicit proposals for regular overhaul of USS SACRAMENTO (AOE-1) in the very near future.

The project is planned to be bid in early December 1979, awarded in January 1980, with the availability to commence production work in January 1981. Configuration of the contract will be in three lots, Lot I Planning; Lot II Overhaul; Lot III Residual; and delivery November 1981. Due to the planning concept, the contractor will plan to provide, as a part of Phase I, a major engineering effort in the preparation of Ship Alteration Dwgs and BACDs.

Due to the nature and size of the procurement, it is expected that the contractor will be subject to conformance with the provisions of Cost Accounting Standards. Additionally, it is expected that some drydocking will be required; therefore, the following criteria are furnished:

Length Overall

795 ' 7½"

Beam Extreme

107'45"

Full Load Displacement

54,000 Tons ·

Draft (Max Navigable)

38 4 4 1/4 "

Only those firms having facilities, and expressing an interest in this project will be invited to participate. For that reason, it will be appreciated if you will advise, on or before 31 October 1979, if you are interested in being considered for the SACRAMENTO overhaul.

Very Truly Yours

R. R. MORRISON

Contracting Officer

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

> IN REPLY REFER TO: 4710 Ser 602-6363 1 0 OCT 1979

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

Distribution List To:

Ship Repair Workload Forecast for the THIRTEENTH Naval District Subj:

Encl: Tentative projected workload listing

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H.M. OIEN By direction

Distribution: Astoria Marine Const. Co., Astoria, OR The Boeing Co., Seattle, WA

Cummings Boat Co., Inc.,

Tacoma, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Ship Repair,

Seattle, WA

Fisherman's Boat Ship Inc.,

Everett, WA

Foss Launch & Tug Co.,

Seattle, WA

Lake Union Drydock Co., Seattle, WA Lockheed Shipbuilding & Construction Co., Seattle, WA Marine Construction & Design Co., Seattle, WA

Marine Power & Equipment Co., Seattle, WA

Marine Ways Corp., Portland, OR Northwest Marine Iron Works,

Portland, OR

Pacific Fisherman, Inc., Seattle, WA Peterson Boatbuilding Co., Tacoma, WA

Rowe Machine Works Inc., Seattle, WA

SEA-TAC Alaska Shipbuilding Corp., Tacoma, WA

Tacoma Boatbuilding Co. Inc., Tacoma, WA

Todd Pacific Shipyards Corp

Seattle, WA

Uniflite Inc., Bellingham,

Willamette Iron & Steel Co

Portland, OR

4710 Ser 602-6363 1 0 OCT 1979

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA

TENTATIVE PROJECTED WORKLOAD LISTING

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YFRT-520	1st QTR FY80	2 mo.	3
IX-308	1st QTR FY80	4 mo.	4
MCON P-208 (Acoustic Range Facility)	MAR 80		7
MSO-455 (IMPLICIT)	MAR 80	3 mo.	1, 4
MSO-438 (ESTEEM)	MAR 80	3 mo.	1, 4
MSO-488 (CONQUEST)	MAR 80	3 mo.	1, 4
FF-1054 (STEIN)	APR 80	11 mo.	1, 4
LSD-39 (MT VERNON)	MAY 80	8 mo.	1, 4
FF-1051 (O'CALLAHAN)	SEP 80	10 mo.	1, 4
FF-1063 (REASONER)	OCT 80	12 mo.	1, 4
DD-825 (CARPENTER)	OCT 80	6 mo.	1, 4
AOE-1 (SACRAMENTO)	JAN 80	10 mo.	4
DD-967 (ELLIOT)	AUG 81	8 mo.	1, 4

- 1. DRYDOCKING
- 2. REPAIR
- 3. ALTERATION
- 4. REGULAR OVERHAUL
- 5. ACTIVATION
- 6. INACTIVATION
- 7. MODIFICATION

Enclosure (1)



DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4710
Ser 602-4242
0 6 JUL 1979

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Ship Repair Workload Forecast for the THIRTEENTH Naval District

Encl: (1) Tentative projected workload listing

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H.M. OIEN
By direction

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Astoria, OR

The Boeing Co., Seattle, WA

Cummings Boat Co., Inc.,

Tacoma, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Ship Repair,

Seattle, WA

Fishermen's Boat Shop Inc.,

Everett, WA

Foss Launch & Tug Co.,

Seattle, WA

Hillstrom Shipbuilding Corp.,

Coos Bay, OR

Lake Union Drydock Co.,

Seattle, WA

Lockheed Shipbuilding & Con-

struction Co., Seattle, WA

Marine Construction & Design Co., Seattle, WA

Marine Power & Equipment Co., Seattle, WA

Marine Ways Corp., Portland, OR Forthwest Marine Iron Works,

Portland, OR

Pacific Fishermen, Inc., Seattle, WA Petersen Boatbuilding Co., Tacoma, WA

Rowe Machine Works Inc., Seattle, WA SEA-TAC Alaska Shipbuilding Corp.,

Tacoma, WA

Tacoma Boatbuilding Co., Inc.,

Tacoma, WA

Todd Pacific Shipyards Corp.,

Seattle, WA

Uniflite Inc., Bellingham, WA

Willamette Iron & Steel Co.,

Portland, OR

4710 Ser 602-4242 0 6 JUL 1979

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COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA

Tentative Projected Workload Listing

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YSR-29	Jul 79	3 mo.	2
IX-503	Aug 79	$1\frac{1}{2}$ mo.	2
USS MOCTOBI (ATF-105)	Sep 79	4 mo.	1, 4
YR-84	4th Qtr 79	$1\frac{1}{2}$ mo.	1, 2, 3
C-2579 (40' Aviation)	4th Qtr 79	1 mo.	3
YTB-768	4th Qtr 79	$1\frac{1}{2}$ mo.	2, 3
C-3841 (TR)	4th Qtr 79	1 mo.	3
C-4560 (TR)	4th Qtr 79	1 mo.	3
C-6972 (64' Distribution Box "L")	4th Qtr 79	1 mo.	3
C-8018 (73' NM)	4th Qtr 79	1 mo.	3
C-8019 (73'NM)	4th Qtr 79	1 mo.	3
C-7939 (40' Pers. Boat)	4th Qtr 79	1 mo.	3
C-30434 (50' AC)	4th Qtr 79	1 mo.	3
YTM-748	4th Qtr 79	$1\frac{1}{2}$ mo.	6
YTM-149	4th Qtr 79	$1\frac{1}{2}$ mo.	6
IX-308	Oct 79	4 mo.	4
MCON P-208 (Acoustic Range Facility)	Mar 80		7
MSO-455 (IMPLICIT)	Mar 80	3 mo.	1, 4
MSO-438 (ESTEEM)	Mar 80	3 mo.	1, 4
MSO-488 (CONQUEST)	Mar 80	3 mo.	1, 4
FF-1065 (STEIN)	Apr 80	11 mo.	1, 4
LSD-39 (MOUNT VERNON)	May 80	8 mo.	1, 4

^{1 -} Drydocking

Enclosure (1)

^{2 -} Repair

^{3 -} Alteration

^{4 -} Regular Overhaul

^{5 -} Activation

^{6 -} Inactivation

^{7 -} Modification/Repair



MAILADDRESS; P. D. BOX 3109 PORTLAND, OREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

June 26, 1979

Supervisor of Shipbuilding, Conversion and Repair, USN Seattle, Washington 98115

Attention: Mr. J. D. Winston

Subject: Contractural Authority and Financial

Limitations -

Reference: Our Letter dated July 18, 1978

Gentlemen:

Please add the following name to personnel who are authorized to obligate this company for price proposals and modifications of unlimited dollar value.

Nick G. Calley, Manager Administration & Sales

Very truly yours,

George Grebe President

GRT/hlk

Le John Market

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: 4710 Ser 602-2300 3 Apr 1979

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Ship Repair Workload Forecast for the THIRTEENTH Naval District

Encl: (1) Tentative projected workload listing

1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the THIRTEENTH Naval District.

2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.

3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor in the area.

H.M. ÖIEN
By direction

Distribution:

Astoria Marine Const. Co. Astoria, OR The Boeing Co., Seattle, WA Cummings Boat Co., Inc., Tacoma, WA

Dillingham Ship Repair, Portland, OR

Duwamish Ship Repair,

Seattle, WA Fishermens's Boat Shop Inc.,

Everett, WA

Foss Launch & Tug Co., Seattle, WA

Hillstrom Shipbuilding Corp., Coos Bay, OR

Lake Union Drydock Co., Seattle, WA

Lockheed Shipbuilding & Construction Co., Seattle, WA Seattle, WA
Marine Power & Equipment Co.,
Seattle, WA
Marine Ways Corp., Portland, OR
Northwest Marine Iron Works,
Portland, OR
Pacific Fishermen, Inc., Seattle, WA
Petersen Boatbuilding Co., Tacoma, WA
Rowe Machine Works Inc., Seattle, WA
SEA-TAC Alaska Shipbuilding Corp.,
Tacoma, WA
Tacoma Boatbuilding Co., Inc.,
Tacoma, WA
Todd Pacific Shipyards Corp.,
Seattle, WA

Uniflite Inc., Bellingham, WA

Willamette Iron & Steel Co.,

Portland, OR

Marine Construction & Design Co.,

4710 Ser 602-2300 3 Apr 1979

Copy to:
COMNAVSEASYSCOM (074)
COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA

Tentative Projected Workload Listing

SHIP	APPROX START	APPROX LENGTH	TYPE WORK
YRBM-26	Apr 79	1^{1}_{2} mo.	
USS MCKEAN (DD-784)	May 79	1 mo.	2
USS MONTICELLO (LSD-31)	Jul 79	10 mo.	1, 3
USS MOCTOBI (ATF-105)	Sep 79	4 mo.	1, 3
YR-84	4th Qtr 79	1^{1} mo.	1, 2
USS ROARK (FF-1053)	Sep 79	11 mo.	1, 3
YTL-588	4th Qtr 79		1, 2
C-8018 (73' NM)	4th Qtr 79	1 mo.	2
C-7939 (40' Pers. Boat)	4th Qtr 79	1 mo.	2
C-9426 (72' TR)	4th Qtr 79	1 mo.	2
C-30434 (50' AC)	4th Qtr 79	1 mo.	2
C-3710 (72' TR)	4th Qtr 79	1 mo.	2

^{1 -} Drydocking

^{2 -} Repair

^{3 -} Regular Overhaul

^{4 -} Activation

^{5 -} Inactivation

DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN

SEATTLE, WASHINGTON 98115

lmore

IN REPLY REFER TO:

5370

JOHN GUMBLE

Ser 195-2386 10 April 1979

Shipbuilding, and Repair, USN, Seattle From: Supervisor

Distribution List

Department of the Navy, Standards of Conduct; forwarding of Sub.i:

(1) SECNAVINST 5370.2G of 4 August 1977 Encl:

Enclosure (1) is forwarded for information.

A. WHITE By direction

Distribution List:

Astoria Marine Construction Company, Astoria, OR The Boeing Company, Seattle, WA Cummings Boat Company, Tacoma, WA Dillingham Ship Repair, Portland, OR Duwamish Shipyard, Inc., Seattle, WA Fishermen's Boat Shop, Inc., Everett, WA Foss Launch and Tug Company, Seattle, WA Hillstrom Shipbuilding Corporation, Coos Bay, OR Lake Union Drydock Company, Seattle, WA Lockheed Shipbuilding & Construction Co., Seattle, WA Marine Construction & Design Company, Seattle, WA Marine Power and Equipment Company, Seattle, WA Marine Ways Corporation, Portland, OR Northwest Marine Iron Works, Portland, OR Pacific Fishermen, Inc., Seattle, WA Peterson Boat Building Company, Tacoma, WA Rowe Machine Works, Inc., Seattle, WA SEA-TAC Alaska Shipbuilding Corp., Tacoma, WA Tacoma Boatbuilding Company, Inc., Tacoma, WA Todd Pacific Shipyards Corp., Seattle, WA Uniflite, Inc., Bellingham, WA Willamette Iron & Steel Company, Portland, OR



DEPARTMENT OF THE NAVY Office of the Secretary Washington, D.C. 20350

SECNAVINST 5370.2G JAG/OGC 4 August 1977

SECNAV INSTRUCTION 5370.2G

From: Secretary of the Navy
To: All Ships and Stations

Subj: Standards of conduct

Ref: (a) DOD Dir. 5500.7 of 15 Jan 1977,
Standards of Conduct (implemented hereby)

Encl: (1) Digest of laws
(2) DD Form 1555

(3) DD Form 1357

1. Purpose. This instruction implements and supplements reference (a) in prescribing required standards of ethical conduct governing all personnel of the Department of the Navy; related requirements applicable to all personnel of certain categories in the Department of the Navy; amplifying policies for the guidance of personnel in interpreting and executing the standards of conduct and related requirements; and responsibilities and procedures for monitoring and enforcing compliance with the standards of conduct and related requirements within the Department of the Navy.

2. Cancellation. SECNAV Instruction 5370.2F of 6 May 1976 is superseded.

3. Scope and Effect

- a. Applicability. The provisions of this instruction apply to all naval personnel as defined in subparagraph 4a. The provisions of subparagraph 61 (2) apply to all retired naval personnel and members of Reserve components. The provisions of paragraph 12 also apply to all retired Regular officers.
- b. Violations. The regulations prescribed in paragraph 6 of this instruction are a general order upon which disciplinary or punitive proceedings may be based in appropriate cases. Noncompliance with other provisions of this instruction are expected to be corrected by timely and appropriate administrative measures.

4. Definitions

- a. Naval personnel. All civilian officers and employees and all active-duty military personnel of the Department of the Navy, including special Government employees and personnel of nonappropriated fund instrumentalities.
- b. DoD components. The Office of the Secretary of Defense, the Military Departments, the Organization of the Joint Chiefs of Staff, the Unified and Specified Commands, and the Defense Agencies, including nonappropriated fund instrumentalities.
- c. Special government employee. A person who is retained, designated, appointed, or employed to perform, with or without compensation, not to exceed 130 days during any period of 365 consecutive days, temporary duties, on either a full-time or intermittent basis. The term also includes a Reserve officer while on active duty solely for training for any length of time, one who is serving on active duty involuntarily for any length of time, and one who is serving voluntarily on extend active duty for 130 days or less. It does not include enlisted personnel.
- d. Gratuity. Any gift, favor, entertainment, hospitality, transportation, loan, any other tangible item, and any intangible benefit—for example, discounts, passes, and promotional vendor training—given or extended to, or on behalf of, naval personnel or their spouses, minor children, or households, for which fair market value is not paid by the recipient or the U.S. Government.
- e. Appropriate supervisor. That superior within the chain of authority who is acquainted with the duties of the naval personnel concerned and can best determine the existence and effect of any conflict of interests of such personnel. Ordinarily, this will be the immediate superior of the person concerned. Each commanding officer or activity head should ensure that all personnel are aware of the identity of their appropriate supervisor.
- 5. General policies governing the conduct of naval personnel
 - a. Proper conduct of official activities

- (1) Naval personnel shall become familiar with the scope of authority for, and the limitations concerning, the activities for which they have responsibilities.
- (2) The attention of naval personnel is directed to the statutory prohibitions which apply to the conduct of naval personnel. See enclosure (1).
- (3) Naval personnel shall not make or recommend any expenditure of funds or take or recommend any action known or believed to be in violation of U.S. laws, Executive Orders, or applicable directives, instructions, or regulations.
- (4) In cases of doubt of the propriety of a proposed action or decision in terms of regulation or law, naval personnel shall consult legal counsel or, if appropriate, a Standards of Conduct Counsellor or Deputy Counsellor to ensure the proper and lawful conduct of naval programs and activities.
- b. Conduct prejudicial to the Government. Naval personnel shall avoid any action, whether or not specifically prohibited by this instruction, which might result in or reasonably be expected to create the appearance of:
 - (1) Using public office for private gain,
- (2) Giving preferential treatment to any person or entity,
 - (3) Impeding Government efficiency or economy,
- (4) Losing complete independence or impartiality,
- (5) Making a Government decision outside official channels, or
- (6) Adversely affecting the confidence of the public in the integrity of the Government.
- c. Standards of personal judgment. All naval personnel will adhere strictly to the standards of conduct and related requirements prescribed in this instruction. In some instances, standards are imposed which require the exercise of personal judgment. Naval personnel must consider each such instance carefully and be pre-

pared to account for the manner in which the judgment is exercised. This is particularly true in situations which involve acceptance of hospitality or favors from persons or entities who do, or seek to do, business with the Department of Defense.

- d. Dealings with business and industry representative Persons who represent the Government in businesses with representatives of industry have positions of trust and grave responsibility which require them to observe the highest ethical standards. Practices which may be accepted in the private business world are not necessarily acceptable for naval personnel. No person will allow himself to be placed in a position in which a conflict of interests might arise or might justifiably be suspected. Such a conflict of interests may arise or appear to arise by reason of the acceptance of gratuities, or by any other action which could influence or reasonably be interpreted as influencing the strict impartiality that must prevail in all business relationships involving the Government. Strict impartiality is often particularly difficult to maintain when business relationships are allowed to become overly personal. Naval personnel should at all times ensure that persons doing business or attempting to do business with the Department of Defense, or representing such entities, are not permitted to ingratiate themselves to the extent that naval personnel hesitate to deny requests for special treatment made by such persons or otherwise to follow the rule of strict impartiality when dealing with such persons in their official capacities. Acceptance of gratuities (no matter how innocently tendered or received) from those who have or seek business dealings with the Department of the Navy may be a source of embarrassment to the department and to the naval personnel involved, may affect the objective judgment of the recipient, and may impair public confidence in the integrity of business relations between the department and industry. It is emphasized that prohibited conflicts and apparent conflicts of interests can sometimes arise even from relationships and transactions which the personnel concerned perceive as inconsequential. Where there is doubt as to the propriety of accepting gratuities, attending functions, or accepting other invitations of a hospitable nature, naval personnel will refrain therefrom.
- e. Preferential treatment. Special treatment must not be accorded to particular individuals or firms unless

equivalent treatment is also accorded to other individuals or firms justifiably entitled thereto.

- f. Acquiring conflicting financial interests. Notwithstanding the fact that they may have filed confidential statements of affiliations and financial interests (DD Form 1555), naval personnel must at all times avoid acquiring or retaining financial interests which would disqualify them from performing their assigned duties or responsibilities. Some of the more likely situations in which conflicts of interests might arise are where naval personnel have Government duties or responsibilities related to business entities—
- (1) with which they, or their spouses, minor children, or household members are associated as employees, officers, owners, directors, members, trustees, partners, advisers, or consultants;
- (2) with which they, or their spouses, minor children, or household members are negotiating or have arrangements for prospective employment; or
- (3) in which they, or their spouses, minor children, or household members have interests through ownership of stock options, bonds, securities or other financial arrangements, such as trusts, or through participation in pension or retirement plans.
- g. Membership in associations. Naval personnel who are members or officers of non-Governmental associations or organizations must avoid activities on behalf of the association or organization that are imcompatible with their official Government positions. SECNAVINST 5760.4 (series) sets forth the Department of the Navy policy regarding participation by naval activities and naval personnel in the activities of private associations.
- h. Equal opportunity. Naval personnel shall scrupulously adhere to the DoD program of equal opportunity regardless of race, color, religion, sex, age, or national origin, in accordance with equal opportunity directives. See, for example, SECNAVINST 5350.6 (series) and SECNAVINST 5350.10 (series).
- i. Reporting suspected violations. Naval personnel who have information which causes them to believe that other DoD personnel have violated a statute or standard of conduct imposed by this instruction should

bring the matter to the attention of the appropriate command authority. The matter thereafter should be brought to the attention of the person concerned, for possible resolution without further command action, unless the command determines that such communication is not likely to remedy the problem or will adversely affect a proper investigation of the matter.

- j. Resolving violations. The resolution of standards of conduct violations shall be accomplished promptly by one or more measures, such as divestiture of conflicting interests, disqualification for particular assignments, changes in assigned duties, termination, or other appropriate action, as provided by statute or administrative procedures. Disciplinary actions shall be in accordance with established personnel procedures. See para. 6a following.
- 6. Regulations governing the conduct of naval personnel
- a. Affiliations and financial interests. Naval personnel shall not engage in any personal, business, or professional activity, or receive or retain any direct or indirect financial interest, which places them in a position of conflict between their private interests and the public interests of the United States related to the duties or responsibilities of their official positions. For the purpose of this prohibition, the private interests of a spouse, minor child, and any household member are treated as private interests of the naval personnel.
- (1) Unless otherwise expressly authorized by action taken under 18 U.S.C. §208(b), all naval personnel who have or acquire an affiliation or a financial interest which creates a conflict or appearance of a conflict with their official duties shall report the possibly disqualifying interest to the appropriate supervisor, who shall resolve the matter in accordance with this instruction. If it is determined that the individual should be disqualified from participation in any official activities that are related to the conflicting interest, a formal disqualification notice must be sent to the concerned individual's appropriate supervisor and immediate subordinates. If the individual cannot adequately perform his official duties after such disqualification. he must divest himself of such involvement or be removed from that position.

- (2) Naval personnel need not disqualify themselves under this section, however, for holding shares of a widely held, diversified mutual fund or regulated investment company. Such holdings are exempted as being too remote or inconsequential to affect the integrity of the services of Government personnel.
- b. Using inside information. Naval personnel shall not use, directly or indirectly, inside information to further a private gain for themselves or others if that information is not generally available to the public and was obtained by reason of their DoD positions.
- c. Using naval position. Naval personnel are prohibited from using their official positions to induce, coerce, or in any manner unlawfully influence any person, including subordinates, to provide any benefit, financial or otherwise, to themselves or others.
- d. Dealing with present and former military and civilian personnel. Naval personnel shall not knowingly deal on behalf of the Government with present or former Government personnel, military or civilian, whose participation in the transaction would be in violation of a statute, regulation, or policy set forth in this instruction. While all applicable prohibitions are within the prohibition established by this subparagraph, attention is directed to the prohibition on retired Regular officers selling to the Government through the department in which they hold a retired status, 18 U.S.C. §281; the prohibition on former personnel acting as an agent or attorney for anyone other than the United States in connection with "claims" against the Government, 18 U.S.C. §207; and the prohibition on paying appropriated funds to retired Regular officers who are "selling" to certain Government agencies, 37 U.S.C. §801(c).
- e. Commercial soliciting by naval personnel. To eliminate the appearance of coercion, intimidation, or pressure from rank, grade, or position, full-time naval personnel, except special Government employees and Reserve enlisted personnel on active duty for training, are prohibited from making personal commercial solicitations or sales to DoD personnel who are junior in rank or grade, at any time, on or off duty.
- (1) This limitation includes, but is not limited to, the solicitation and sale of insurance, stocks,

mutual funds, real estate, and any other commodities, goods, or services.

- (2) This prohibition is not applicable to the one-time sale by an individual of his own personal property or privately owned dwelling, or to the off-duty employment of naval personnel as employees in retail stores or other situations not including solicited sales.
- (3) With regard to solicitation by and of civilian personnel, the limitation applies only to solicitation of personnel under the supervision, at any level, of the solicitor.
- f. Assignment of Reserve personnel for training. Naval personnel who are responsible for assigning Reserves for training shall not assign them to duties in which they will obtain information that could be used by them or their private sector employers to gain unfair advantage over civilian competitors.

g. Gratuities

- (1) Except as provided in subparagraph 6g(2) below, naval personnel and their spouses, minor children, and members of their households shall not solicit, accept, or agree to accept any gratuity for themselves, members of their families, or others, either directly or indirectly from, or on behalf of, a defense contractor. A defense contractor is a person or other entity which:
- (a) is engaged in or seeks business or financial relations of any sort with any DoD component;
- (b) conducts operations or activities that are either regulated by a DoD component or significantly affected by DoD decisions; or
- (c) has interests that may be substantially affected by the performance or nonperformance of the official duties of DoD personnel.
- (2) This general prohibition does not apply to the following:
- (a) the continued participation in employee welfare or benefit plans of a former employer

when permitted by law and approved by the appropriate Standards of Conduct Counsellor;

- (b) the acceptance of unsolicited advertising or promotional items that are less than \$5 in retail value;
- (c) trophies, entertainment, prizes, or awards for public service or achievement or given in games or contests which are clearly open to the public or which are officially approved for naval personnel participation:
- (d) things available to the public (such as university scholarships covered by DoD Directive 1322.6 and free exhibitions by Defense contractors at public trade fairs):
- (e) discounts or concessions extended Navy- and Marine Corps-wide and realistically available to all naval personnel;
- (f) participation by naval personnel in civic and community activities when the involvement of Defense contractors is remote from the business purposes of any contractor who is sponsoring, supporting, or participating in the activity (for example, participation in a little league or Combined Federal Campaign luncheon which is subsidized by a Defense contractor);
- (g) social activities engaged in by officers in command and other naval officials, or their representatives, with local civil leaders as part of community relations programs of the Department of the Navy in accordance with SECNAVINST 5720.44 (series);
- (h) the participation of naval personnel in widely attended gatherings of mutual interest to Government and industry, sponsored or hosted by industrial, technical, and professional associations (not by individual contractors), provided that they have been approved in accordance with DoD Instruction 5410.20;
- (i) situations in which participation by naval personnel at public ceremonial activities of mutual interest to industry or local communities and the Department of the Navy serves the interests of the Government and acceptance of the invitation is approved by the commanding officer or other head of the activity to which the invitee is attached;

- (j) contractor-provided transportation, meals, or overnight accommodations in connection with official business when arrangements for Government or commercial transportation, meals, or accommodations are clearly impracticable and the individual reports the circumstances in writing to his appropriate supervisor as soon as possible;
- (k) attendance at promotional vendor training sessions when the vendor's products or systems are provided under contract to DoD and the training is to facilitate the utilization of those products or systems by naval personnel;
- (1) attendance or participation of naval personnel in gatherings, including social events such as receptions, which are hosted by foreign governments or international organizations, provided that the acceptance of the invitation is approved by the commanding officer or other head of the activity to which the invitee is attached or, when there is doubt as to the propriety of acceptance, by higher authority [see SECNAVINST 1650.1 (series) for further information pertaining to gifts from foreign governments];
- (m) customary exchanges of gratuities between naval personnel and their friends and relatives or the friends and relatives of their spouses, minor children, or members of their household where the circumstances make it clear that it is that relationship rather than the business of the persons concerned which is the motivating factor for the gratuity and where it is clear that the gratuity is not paid for by any entity described in subparagraph 6g(1) above; and
- (n) situations in which, in the sound judgment of the individual concerned or his superior, the Government's interest will be served by naval personnel participating in activities otherwise prohibited. In any such case, a written report of the circumstances shall be made by the individual or his appropriate superior in advance of acceptance, or, when an advance report is not possible, within 48 hours after acceptance, to the appropriate supervisor, if he is not otherwise aware of the acceptance, and to the appropriate Standards of Conduct Counsellor or Deputy Counsellor.
- (3) Naval personnel who receive gratuities, or have gratuities received for them, in circumstances not in conformance with the standards of this section.

shall promptly report the circumstances to the appropriate supervisor for a determination as to the proper disposition. The appropriate supervisor shall consult with the Standards of Conduct Counsellor or Deputy Counsellor.

(4) Procedures with respect to ROTC staff members are set forth in DoD Directive 1215.8.

h. Receipts in connection with official travel

- (1) The acceptance of accommodations, subsistence, or services, furnished in kind, in connection with official travel from sources other than those indicated in subparagraph 6g(1), is authorized only when the individual is to be a speaker, panelist, project officer, or other bona fide participant in the activity attended and when such attendance and acceptance is authorized by the order-issuing authority as being in the overall Government interest.
- (2) Except as indicated in subparagraph 6h(1), naval personnel may not accept personal reimbursement from any source for expenses incident to official travel, unless authorized by their commanding officer or the head of their activity, consistent with guidance provided by the appropriate Standards of Conduct Counsellor (pursuant to 5 U.S.C. §4111 or other authority). Rather, reimbursement must be made to the Government by check payable to the Treasurer of the United States. Personnel will be reimbursed by the Government in accordance with regulations relating to reimbursement.
- (3) In no case shall naval personnel accept reimbursement, either in kind or in cash, which is extravagant or excessive in nature.
- (4) When accommodations, subsistence, or services in kind are furnished to naval personnel by non-Government sources, consistent with this subsection, appropriate deductions shall be reported and made in the travel, per diem, or other allowances payable.

i. Speaking, lecturing, writing, and appearance as expert witness

(1) Except as provided in paragraph 6h (and further qualified in paragraph 6m), naval personnel are prohibited from accepting fees, reimbursements,

or honoraria for speaking, lecturing, or writing, or for appearing as expert witnesses before State agencies, except in instances where all the following conditions exist:

- (a) acceptance of the payment from the person or entity tendering or funding it would not be prohibited under paragraph 6g;
- (b) the individual presents himself as a private citizen and not in an official capacity;
- (c) such private activities do not interfere with the individual's official duties; and
- (d) the individual's appearance or writing is not part of his official duties, does not involve materials which his official duties require him to prepare or provide, and does not depend on information obtained as a result of Government employment, except when that information has been published or is generally available to the public upon request, or it will be made generally available to the public and the official authorized to release such information to the public gives written authorization for the use of non-public information on the basis that the use is in the public interest.
- (2) Unless there is a definite Executive Branch, Department of Defense, or Department of the Navy position on a matter addressed in the appearance or writing and the individual has been authorized by appropriate superior authorities to present that position officially, he shall expressly present his views on that matter as his own and not as those of the Department of the Navy or Department of Defense.
- j. Prohibition of contributions or presents to superiors. Naval personnel shall not solicit a contribution from other DoD personnel for a gift to an official superior, make a donation or a gift to an official superior, or accept a gift from other DoD personnel subordinate to themselves. This section, however, does not prohibit voluntary gifts or contributions of nominal value on special occasions such as marriage, illness, transfer, or retirement, provided any gifts acquired with such contributions shall not exceed a reasonable value.

k. Use of Government facilities, property, and manpower. Naval personnel shall not directly or indirectly use, take, dispose, or allow the use, taking, or disposing of, Government property or facilities of any kind, including property leased to the Government, for other than officially approved purposes. Government facilities, property, and manpower (such as stationery, stenographic and typing assistance, mimeograph and chauffeur services) shall be used only for official Government business. Naval personnel have a positive duty to protect and conserve Government property. These provisions do not preclude the use of Government facilities for approved activities in furtherance of naval community relations, provided they do not interfere with military missions or Government business. See SECNAVINST 5720.44 (series) for community relations guidance.

1. Use of civilian and military titles or positions in connection with commercial enterprises

- (1) All naval personnel, except special Government employees, are prohibited from using their grade, rank, title, or position in connection with any commercial enterprise or in endorsing any commercial product. This does not preclude author identification for materials published in accordance with DoD procedures. A commercial enterprise is any entity which engages in activities which produce income as defined in Int. Rev. Code of 1954, §61, and which has not been exempted from paying income taxes pursuant to Int. Rev. Code of 1954, §501(a).
- (2) All retired military personnel and all members of Reserve components, not on active duty, are premitted to use their military titles in connection with commercial enterprises, provided that they indicate their inactive Reserve or retired status. If, however, such use of military titles in any way casts discredit on the Department of the Navy or the Department of Defense or gives the appearance of sponsorship, sanction, endorsement, or approval by the Department of the Navy or the Department of Defense, it is prohibited. In addition, commanders of overseas installations may further restrict the use of titles including use by retired military personnel and members of Reserve components, not on active duty, in overseas areas.

m. Outside employment of DoD personnel

- (1) Naval personnel shall not engage in outside employment or other outside activity, with or without compensation, that:
- (a) interferes with, or is not compatible with, the performance of their Government duties;
- (b) may reasonably be expected to bring discredit on the Government or the Department of the Navy; or
- (c) is otherwise inconsistent with the requirements of this instruction, including the requirements to avoid actions and situations which reasonably can be expected to create the appearance of conflicts of interests.
- (2) Enlisted naval personnel on active duty may not be ordered or authorized to leave their post to engage in a civilian pursuit, business, or professional activity if it interferes with the customary or regular employment of local civilians in their art, trade, or profession.
- (3) Active duty Regular officers of the Navy and Marine Corps may not be employed by any person furnishing naval supplies or war materials to the United States. If such an officer is so employed, his entitlement to pay ceases for so long as he is so employed.
- by an entity involved in a strike is permissible if the person was on the payroll of the entity prior to the commencement of the strike and if the employment is otherwise in conformance with the provisions of this instruction. After a strike begins and while it continues, no military personnel may accept employment by that involved entity at the strike location.
- (5) Naval personnel are encouraged to engage in teaching, lecturing and writing. Naval personnel, however, shall not, either for or without compensation, engage in activities that are dependent on information obtained as a result of their Government employment, except when the information has been

published or is generally available to the public, or it will be made generally available to the public and the official authorized to release such information to the public gives written authorization for the use of non-public information on the basis that the use is in the public interest.

- (6) Civilian Presidential appointees in the Department of the Navy shall not receive compensation or anything of monetary value for any consultation, lecture, discussion, writing, or appearance, the subject matter of which is devoted substantially to naval tesponsibilities, programs, or operations or which draws substantially from official material which has not become part of the body of public information.
- n. Gambling, betting, and lotteries. While on Government owned, leased, or controlled property, or otherwise while on duty for the Government, naval personnel shall not participate in any gambling activity, including a lottery or pool, a game for money or property, or the sale or purchase of a number slip or ticket. The only exceptions are for activities which have been specifically approved by the Secretary of the Navy.
- o. Indebtedness. Naval personnel shall pay their just financial obligations in a timely manner, particularly those imposed by law (such as federal, State, and local taxes), so that their indebtedness does not adversely affect the Government as their employer. The Department of the Navy is not required to determine the validity or amount of disputed debts.
- 7. Related statutes and directives. Attention is directed to the following related matters governed by other directives:
- a. Reports of defense related employment. Certain categories of present naval personnel formerly employed by defense contractors, and of former or retired naval personnel presently employed by defense contractors, are required by statute to report their employment—governmental or private. SECNAVINST 5314.5 (series) implements the statutory requirements, provides a form for making the required report (DD Form 1787), and assigns responsibility for ensuring compliance with the filing requirement with commanding officers and other heads of activities. The reports prescribed in SECNAVINST 5314.5 (series) are distinct from the

reports or statements prescribed in this instruction, and failure to file them when required may subject individuals to criminal penalties.

- b. Political activities. Chapter 733 of the Federal Personnel Manual, article 6210240 of the Bureau of Naval Personnel Manual, and paragraph 1742.3 of the Marine Corps Manual discuss restrictions on political activities of naval personnel. Related statutes are discussed in enclosure (1).
- c. General responsibilities of naval personnel. Chapter 11 of Navy Regulations, 1973, prescribes general regulations governing the rights and responsibilities of naval personnel. If any provision of this instruction is found to conflict with a provision of Navy Regulations, the latter shall be controlling.

8. Responsibilities for action

- a. Under Secretary of the Navy. The Under Secretary of the Navy is assigned overall responsibility for action relating to standards of conduct of naval personnel. Unless a function is specifically reserved herein to the Secretary, the Under Secretary shall act as the designee of the Secretary, with power to redelegate. Specific matters for action by the Under Secretary or his delegee include: (1) resolution of conflicts or apparent conflicts found in statements of employment and financial affiliations not resolved at lower echelons; (2) extensions of time in excess of 30 days for the submission of such statements; (3) exclusion of positions from the requirement to file DD Forms 1555, except as delegated to commanding officers and other activity heads in paragraph 9k; and (4) the notification to the Department of Defense required by subparagraph 9b(2) [RCS DD-SECNAV 5370-1].
- b. Navy Department officials. The Chief of Naval Operations, the Commandant of the Marine Corps, and the heads of Navy Department offices not under the control of Chief of Naval Operations or Commandant of the Marine Corps shall provide the Under Secretary of the Navy by 15 December of each year with the information regarding naval personnel within their chain of command required to be included in the report by the Under Secretary pursuant to subparagraph 9b(2). [RCS DD-SECNAV 5370-1.]

- c. Commanding officers and heads of activities.

 The basic responsibility for complying with the requirements of this instruction rests with individual personnel concerned, but the primary responsibility for ensuring such compliance must rest with officers exercising command or similar authority over personnel. Each commanding officer or head of a command, bureau, office, or activity is specifically responsible for the following:
- (1) The continuing dissemination of the applicable information in this instruction to all naval personnel within his organization at least semiannually, in a manner which will ensure familiarity and compliance with the pertinent provisions of this instruction by all personnel (this is a continuing requirement and is in addition to the initial briefing required by paragraph 10):
- (2) The establishment and continuing execution of the procedures and controls prescribed in paragraph 9, below, to ensure that each position is reviewed as required by paragraph 9j, that all naval personnel within his organization who are required to file confidential statements of affiliations and financial interests (DD Form 1555) do file them in a timely manner, and that such statements are promptly and carefully reviewed;
- (3) Making determinations pursuant to this instruction and 18 U.S.C. §208(b) with respect to disqualification of personnel within his organization from performing duties in which they have conflicts or apparent conflicts of interests;
- (4) Ensuring that Reservists detailed to perform active duty for training at his organization are assigned duties which will minimize the possibility that they may obtain information that could be used by them or their employers to gain an unfair advantage over civilian competitors; and
- (5) Receiving and taking prompt and appropriate action on reports concerning acceptance of gratuities or other violations of this instruction, including enclosure (1) or related statutes, by personnel within his organization.
- d. Inspectors General. The Naval Inspector General and the Inspector General of the Marine Corps shall

ensure that periodic administrative inspections of organizations under their cognizance routinely include inquiry into the effectiveness of the organization's compliance with the provisions of this instruction.

- e. Auditor General. The Auditor General of the Navy shall ensure that the Naval Audit Service audit program routinely includes inquiry into the effectiveness of the organization's compliance with the provisions of this instruction.
- f. Judge Advocate General and General Counsel. The Judge Advocate General and the General Counsel of the Navy are designated as the Standards of Conduct Counsellors for the Department of the Navy. They shall be responsible for advice and proper review of all standards of conduct problems within their respective areas of jurisdiction. The General Counsel shall be consulted concerning problems pertaining to:
 - (1) Contracting, procurement, or auditing:
- (2) Acquisition, management, or disposition of real or personal property;
- (3) Procurement matters in the field of patents, inventions, trademarks, or copyrights;
 - (4) Military Sealift Command matters; or
- (5) Office of the Comptroller of the Navy matters.

In addition, the General Counsel shall perform all standards of conduct functions pertaining to the Secretary of the Navy, his Civilian Executive Assistants, and members of their respective staffs. The Judge Advocate General shall be consulted with regard to all other problems.

g. Deputy Standards of Conduct Counsellors. The following are designated as Deputy Standards of Conduct Counsellors and shall be responsible for providing advice and assistance on matters relating to conduct and conflicts of interests, and for providing legal review

of statements of affiliations and financial interests which are referred to them:

(1) Within the cognizance of the General Counsel, and in their respective commands or organizations:

Deputy General Counsels;

Assistant to the General Counsel (Litigation);

Counsel for the Commandant of the Marine Corps;

Counsel for the Systems and Facilities Engineering Commands;

Counsel for the Comptroller of the Navy;

Counsel for the Military Sealift Command;

Counsel for the Office of Naval Research; and

Counsel in charge of OGC field and branch offices; and

(2) Within the cognizance of the Judge Advocate General, and in their respective commands or organizations:

Deputy and Assistant Judge Advocates General:

Director, Judge Advocate Division, Head-quarters, U.S. Marine Corps;

Officer and civilian attorneys under the supervision of the Judge Advocate General; and assigned to the commands, bureaus, and offices of the Navy Department, as defined in article 0104.3, U.S. Navy Regulations, 1973, other than the Office of the Judge Advocate General;

District judge advocates;

Staff or force judge advocates on the staffs of all other commands having general court-martial convening authority; and

Officers in charge of Naval Legal Service Offices.

Other Deputy Standards of Conduct Counsellors may be designated by the General Counsel or by the Judge Advocate General, as required. Where strict adherence to the division of areas of responsibility under paragraph 8f is impracticable due to such factors as inaccessibility or uncertainty as to jurisdiction, any Deputy Standards of Conduct Counsellor may be consulted. In such a case, the Deputy Standards of Conduct Counsellor will render all possible assistance and then, if appropriate, direct the inquiry into the proper area of responsibility.

- h. Director of Civilian Personnel. The Director of Civilian Personnel shall incorporate the provisions of this instruction and enclosure (1) concerning civilian employees in appropriate Civilian Personnel Instructions.
- i. Additional duties of senior officials. The Commandant of the Marine Corps and the Chief of Naval Material, as appropriate, are responsible for bringing the contents of this instruction to the attention of the principal officer of each contractor doing significant business with the Department of the Navy. Chiefs and heads of commands, bureaus, and offices, commanding officers, and other senior officials shall periodically utilize the opportunity afforded by conferences with representatives of industry to direct attention to the regulations and policies set forth in this instruction.
- 9. Statements of affiliations and financial interests (DD Form 1555)
- a. Personnel required to file. The following naval personnel are required to submit initial and annual statements of affiliations and financial interests, DD Form 1555 [enclosure (2)], in accordance with this instruction unless they are expressly exempted.
- (1) All civilian naval personnel paid at a rate equal to or in excess of the minimum rate prescribed for employees holding the grade GS-16, including the Executive Schedule.
 - (2) Officers of flag or general grade.

- (3) Commanding officers or heads, and executive officers or deputy heads, of:
- (a) Navy shore installations with 500 or more military and civilian personnel (including foreign national and indirect-hire personnel) regularly attached but excluding personnel attached for duty under instruction; and
 - (b) all Marine Corps bases and air stations.
- (4) Naval personnel classified at GS-13 or above, or at a comparable pay rate under other authority, and members of the military in the grade of lieutenant colonel, commander, or above, when the responsibilities of such personnel require the exercise of judgment in making a Government decision or in taking Government action in regard to activities in which the final decision or action may have a significant economic impact on the interests of any non-federal entity. Included herein, among others, are persons who, as part of their basic duties, sign, negotiate, recommend, or approve contracts or other procurement actions and those who, as part of their basic duties, are engaged in auditing activities, including supervising others who are engaged in auditing activities or participating in the development of policies and procedures for performing audits.
- (5) Special Government employees other than those in the following categories (who may, in any case, be required to file when specifically requested to do so by their appropriate supervisor):
- (a) a special Government employee who is not a "consultant" or "expert" as those terms are defined in Chapter 304 of the Federal Personnel Manual.
- (b) physicians, dentists, and allied medical specialists engaged only in providing service to patients.
- (c) veterinarians providing only veterinary services.
- (d) lecturers participating only in educational activities.
- (e) chaplains performing only religious services.

- (f) individuals in the motion picture and television fields who are utilized only as narrators or actors in DoD productions.
- (g) members of selection panels for NROTC candidates.
- (6) Other naval personnel who are required, with Civil Service Commission approval, to file such statements.

b. Time of filing

- (1) Initial filing. The initial filing must be made sufficiently in advance of appointment (in the case of special Government employees), nomination (in the case of designees to positions requiring the approval of the Secretary of the Navy), or the commencement of service or the assumption of duties (in all other cases), so that review and approval of the filing may be completed in advance of appointment, nomination. or commencement of service or assumption of duties. Each officer or employee required to file a statement shall submit it in the prescribed form directly to his appropriate supervisor. In the case that the appropriate supervisor is not the commanding officer or the head of the activity concerned, the appropriate supervisor will ensure that the commanding officer or other head is made aware of any conflict of interest or other matter of which he must be aware of fulfill his responsibilities under paragraph 8c above. Upon transfer or reassignment from one billet or position to another for which the filing of a statement is required, an officer or employee shall file a current statement promptly with the appropriate supervisor of his new billet or position.
- (2) Annual statements. DD Form 1555 statements shall be filed by 31 October of each year, with information current as of 30 September of that year. Even though no changes have occurred since the last filing, a complete statement is required. The Under Secretary of the Navy shall notify the Office of the Secretary of Defense Standards of Conduct Counsellor no later than 31 December of each year that all required statements have been filed and reviewed, with all problems appropriately resolved, or he shall explain the details of the outstanding cases. [RCS DD-SECNAV 5370.1.]

- (3) Extension of filing deadline. When required by reason of duty assignment, infirmity, or other good cause, a superior, with the concurrence of the Standards of Conduct Counsellor or Deputy Counsellor, may grant an extension of the filing deadline, not to exceed 30 days. A superior, with the concurrence of the Standards of Conduct Counsellor or Deputy Counsellor and the Under Secretary of the Navy, may grant an extension of the filing deadline in excess of 30 days. Any annual statement filed after 31 October shall include an appropriate notation as to whether any extension of the filing deadline has been granted hereunder.
- (4) Omission by a commanding officer or head of an activity to furnish a written reminder, as prescribed in paragraph 9j, below, shall not relieve an officer or employee from an applicable filing requirement.

c. Place of Submission

- (1) All Department of the Navy civilian Presidential appointees shall submit their statements to the DoD General Counsel.
- (2) Commanders of unified commands shall submit their statements directly to the OSD Standards of Conduct Counsellor. Other personnel of the unified commands shall submit their statements through their appropriate supervisor to the Deputy Standards of Conduct Counsellor of the unified command.
- (3) Commanders who have a dual responsibility as commanders of both joint and naval commands shall submit their statements through naval channels.
- (4) Personnel not serving in a DoD component shall submit their statements to the Under Secretary of the Navy.
- (5) Other naval personnel shall submit their statements to their appropriate supervisor for review and forwarding in accordance with paragraph 9f.
- (6) Naval personnel who report to more than one reporting senior shall meet the filing requirements of each position independent of the other.

d. Content

- (1) All information reported shall be current as of 30 September of the filing year.
- (2) Interests of others. The interest of a spouse, minor child, or any member of one's household is to be reported in the same manner as the interest of the individual.
- (3) Information not known by naval personnel. Naval personnel shall request submission on their behalf of required information known only to other persons. A request that the information submitted be kept confidential will be honored even if it includes not disclosing the information to the person who requests the submission.
- (4) Information not required to be submitted. Naval personnel are not required to submit any information relating to their connection with or interest in a professional society or a charitable, religious, social, fraternal, recreational, public service, civic, or political organization or a similar organization not conducted as a business for profit. For the purpose of this instruction, educational and other institutions doing research and development or related work involving grants of money from or contracts with the Government are to be included in a person's statement. Additionally, naval personnel are not required to report ownership of personal savings or checking accounts in financial institutions, or life or property insurance policies, even though they provide for dividends or cash value.

e. Confidentiality of statements of DoD personnel.

Naval authorities shall hold each statement in confidence. Information from a statement may be disclosed, as a routine use, to federal officials who, as part of their official duties, require access to the information and who are listed in the applicable system of records notice required under the Privacy Act, 5 U.S.C. § 552a, and to such other persons to whom disclosure is required under the Privacy Act, the Freedom of Information Act, 5 U.S.C. § 552, or other provision of law. Persons designated to review the statements are responsible for maintaining the statements in confidence.

f. Review and disposition

- (1) Initial filing. All initial statements shall be reviewed for apparent conflicts of interests by the appropriate Deputy Standards of Conduct Counsellor and the appropriate supervisor prior to appointment (in the case of special Government employees), nomination (in the case of designees to positions requiring the approval of the Secretary of the Navy), or the commencement of service or the assumption of duties (in all other cases).
- (2) Annual filing. Upon receipt of annual statements, the appropriate supervisor shall evaluate the statement, in accordance with the standards provided in this instruction, to determine whether a conflict or apparent conflict of interests is disclosed. The appropriate supervisor shall note the results of that evaluation on the statement, and shall forward the statement to the cognizant Deputy Standards of Conduct Counsellor under paragraph 8f for legal review.

(3) Disposition

- (a) If the appropriate supervisor and the Deputy Standards of Conduct Counsellor agree that the statement discloses no conflict of interests or apparent conflict of interests, both shall record their determination on the statement, and the statement shall be filed in the office of the appropriate supervisor. In the case of a flag or general officer, however, the appropriate supervisor shall, before filing the statement, forward a copy to the Chief of Naval Personnel (Pers-OF) or the Commandant of the Marine Corps (CS), as appropriate, to be retained for use in connection with a possible nomination for appointment or reassignment to a 3- or 4-star billet.
- or the Deputy Standards of Conduct Counsellor believes that a statement discloses a conflict or apparent conflict of interests, the officer or employee concerned shall be afforded an opportunity to terminate the conflict or to explain the conflict or apparent conflict in writing. If, after review of the written explanation, both the appropriate supervisor and the Deputy Standards of Conduct Counsellor are satisfied that there is no conflict or apparent conflict, they shall record their determination on the statement and explanation, and

the record shall be filed as provided above. Otherwise, the appropriate supervisor and Deputy Standards of Conduct Counsellor shall append their views on the record and, retaining a copy in the office of the appropriate supervisor, forward the original record to the commanding officer or head of the activity for resolution. If the commanding officer or activity head is unable to resolve the controversy, he shall append his comments and recommendations to the record and forward it to:

- (i) The Chief of Naval Personnel, in the case of a Navy officer;
- (ii) The Commandant of the Marine Corps, in the case of a Marine Corps officer; or
- (iii) The Director of Civilian Personnel, in the case of a civilian employee.

The departmental official thus receiving the record shall refer it to a cognizant Deputy Standards of Conduct Counsellor for legal review and advice. Cases which cannot be resolved by the Chief of Naval Personnel, the Commandant of the Marine Corps, or the Director of Civilian Personnel, as appropriate, shall be forwarded to the Under Secretary of the Navy, via the cognizant department Standards of Conduct Counsellor, for final resolution. Cases referred to the Commandant of the Marine Corps, Chief of Naval Personnel, or Director of Civilian Personnel for review shall, when finally resolved, be filed in the Bureau of Naval Personnel, Marine Corps Headquarters, or the Office of Civilian Personnel, as appropriate, with information to the originating activity concerning the ultimate disposition of the case.

(c) Initial review and local efforts to resolve conflicts or apparent conflicts disclosed in annual statements shall be accomplished by 30 November, if possible, and by 31 December in any event unless the Under Secretary of the Navy has granted an extension under subparagraph 9b(3) above. Review and resolution of initial statements submitted prior to appointment or nomination should be accomplished immediately. Initial review and local resolution efforts concerning other initial statements should be accomplished within 30 days after filing.

g. Special requirements concerning executive-level and 3- and 4-star flag and general nominees

(1) As part of the Secretarial approval process for a nominee to any of the positions described in sub-paragraph 9a(1), above, the documents submitting the nominee for approval must contain the following certification by the selecting official, on Civil Service Commission Form 917, executive selection form, in item 30:

I certify that (nominee's name), whom I am nominating for the executive level position of (title, grade or PL designation, and organizational location of position) has executed a confidential statement of affiliations and financial interests, DD Form 1555, that I have evaluated it and had it reviewed by a Deputy Standards of Conduct Counsellor, and that I have found the requirements of DoD Directive 5500.7 of 15 January 1977 and SECNAV Instruction 5370.2G to be satisfied.

(2) As part of the process for approving nominees for appointment to 3- and 4-star flag or general officer positions, the Secretary of the Navy must ensure that the nominee has a current DD Form 1555 on file and that the form has been reviewed in relation to the position for which he is being considered. Further, the Secretary of the Navy is required to cause a review of all relevant systems of records maintained by the Department of the Navy, including investigative files, to determine if there is any evidence of the nominee having violated the standards of conduct. Each nomination forwarded to the Secretary of Defense must be accompanied by a certification of the Secretary of the Navy that the required review has been conducted and that the review has or has not disclosed a violation of the standards of conduct.

h. Personnel detailed to other DoD components and Government agencies. Agreements with other DoD components and Government agencies involving detailing of naval personnel shall contain a requirement that the other DoD component or Government agency shall, within 60 days of the filing time specified in subparagraphs 9b(1), (2), and (3) above, forward to the appropriate Navy Standards of Conduct Counsellor a copy of the detailed individual's statement, if re-

quired, and notice concerning the disposition of any conflict or apparent conflict of interests indicated.

i. Effect of statements on other requirements. The statements required of naval personnel are in addition to, and not in substitution for, any similar requirement imposed by law, order, or regulations. Submission of statements does not permit naval personnel to participate in matters in which their participation is prohibited by law, order, or regulation.

j. Review of positions. Each commanding officer or other head of an activity shall include in the description of each position indicated in paragraph 9a of this instruction a statement that the incumbent of the position must file a statement of affiliations and financial interests, as required by this instruction. All positions shall be reviewed at least annually, prior to 30 September, to determine those which require statements. Any individual may request a review of the decision requiring him to file a statement through the established complaint procedures of the Department of the Navy. Additionally, each incumbent in such a billet or position shall be reminded in writing, by 30 September, of the requirement to file a statement, and shall be furnished a copy of the required form. Check-off lists shall be utilized to ensure that all statements have been returned by 31 October, or by later specified dates where extensions of time have been granted.

k. Exclusion of positions. A commanding officer or other head of an activity may determine that the submission of statements is not necessary for certain positions described in subparagraph 9a(4) because of the remoteness of any impairment of the integrity of the Government and the degree of supervision and review of the incumbents' work. The Under Secretary of the Navy shall make this determination as to any personnel described in subparagraphs 9a(1), (2), (3), and (5).

10. Information to personnel. The Chief of Naval Operations and the Commandant of the Marine Corps shall ensure that all military personnel — regardless of the program in which they are participating or their duty status — receive, as part of their initial or accession training or upon the assumption of duties

following initial appointment or enlistment, an oral briefing regarding the provisions of this instruction. The Chief of Naval Operations and the Commandant of the Marine Corps shall also ensure that all military personnel, except enlisted personnel not required to file statements of affiliations and financial interests (DD Form 1555), receive a copy of this instruction as part of the oral briefing on this instruction. The Director of Civilian Personnel shall ensure that all civilian personnel receive a copy of and an oral briefing regarding the provisions of this instruction preceding employment or upon assumption of duties. All personnel shall attest in writing to their attendance at the required briefing, that they have read this instruction, and that they understand the requirements imposed hereby.

11. Privacy Act consideration

a. Confidential statements of affiliations and financial interests (DD Form 1555) and statements of employment (DD Form 1357) contain sensitive personal information and care shall be exercised to ensure that they are seen only by personnel on a need-to-know basis in connection with their official duties. In this regard, see paragraph 9e above. Adequate safeguards shall be utilized to prevent inadvertent or unauthorized disclosures of the statements during review, transmittal, and storage. In addition, SECNAVINST 5211.5 (series) prescribes other general restrictions and requirements applicable to the collection, use, and dissemination of these records, and contains Rules of Conduct Under the Privacy Act which are applicable to all naval personnel.

12. Reporting of post-retirement employment

a. Each retired Regular officer of the Navy and Marine Corps shall keep the Department of the Navy advised of his post-retirement employment activities. Ali retired Regular officers whose names have been on the retired list for three years or less shall file a statement of employment (DD Form 1357; see enclosure 3). All retired Regular officers whose names have been on the retired list for over three years are encouraged to use DD Form 1357 to report their post-retirement employment activities. In any event, officers whose names have been on the retired list for more than three years shall, at a minimum, keep the Department of

the Navy advised as to whether they are employed by any agency, instrumentality, or department of the United States and, if so, the position title and employing agency. In the event that reporting the information required would tend to show that the officer concerned was violating or had violated 18 U.S.C. § 281 or any other criminal provision, the filing requirement will be satisfied by a written refusal, signed by the officer concerned, to provide the required information on the basis that the information may tend to incriminate the officer. Each Regular officer retiring hereafter shall file this statement within 30 days after retirement. Whenever the information reported changes, each such officer shall make an appropriate report within 30 days of that change. The Comptroller of the Navy (for Regular Navy officers) and the Commandant of the Marine Corps (for Regular Marine Corps officers) shall advise each officer required to file of the continuing need to report their post-retirement employment activities as set forth above.

- **b.** Reports of post-retirement employment shall be submitted —
- (1) in the case of a retired Regular Navy officer – to the Commanding Officer, Navy Finance Center (Retired Pay Division), Cleveland, OH 44199; or
- (2) in the case of a retired Regular Marine Corps officer – to the Commanding Officer, Marine Corps Finance Center, Kansas City, MO 64197.
- c. The Chief of Naval Personnel or the Commandant of the Marine Corps, as appropriate, shall provide each Regular officer retiring hereafter, as part of the retirement check-out procedures, with clear instructions concerning the requirement under this instruction to report post-retirement employment. These instructions should be combined, where applicable, with the instructions prescribed in SECNAVINST 5314.5 (series) concerning the possible additional requirement to file reports of DoD and defense related employment (DD Form 1787).
- d. The Comptroller of the Navy or the Commandant of the Marine Corps, as appropriate, is responsible for the review of all reports of post-retirement employment filed by retired Regular Navy and

Marine Corps officers, to ensure compliance with applicable laws and regulations.

- e. If an apparent violation of law or regulation is noted upon review of a report of post-retirement employment, a copy of the report shall be transmitted to the Commander, Navy Accounting and Finance Center, or Commandant of the Marine Corps, as appropriate. If that official determines that a violation may have been committed, a copy of the statement shall be forwarded to the Judge Advocate General (Code 13) for such additional review, inquiry, advice, or further action as may be warranted.
- f. The legal limitations on sales by retired Regular officers are discussed in enclosure (1).
- 13. Action. The provisions of this instruction shall be disseminated to all naval personnel upon receipt, for their compliance. All addressees shall take the action required by paragraphs 8 and 10 of this instruction.
- 14. Effective Date. This instruction shall be effective upon publication in the Federal Register.

- 15. Availability of forms. Supplies of DD Form 1555 will be available in the Forms and Publiations Segment of the Navy Supply System beginning in September 1977 under stock number 0102-LF-001-5550 Supplies of Civil Service Form 917 are available in the Forms and Publications Segment of the Navy Supply System under stock number 0101-LF-417-0002. Supplies of DD Form 1357 are available from the Commanding Officer, Navy Finance Center, Cleveland, Ohio, and are not stocked in the Navy Supply System.
- **16.** Report. Symbol DD-SECNAV 5370-1 has been assigned to the reporting requirement contained in paragraphs 8a and b and 9b(2).

W. GRAHAM CLAYTOR, Jr.

Approved: 16 August 1977

/s/ L. NIEDERLEHNER

for DEANNE C. SIEMER General Counsel Department of Defense

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DIGEST OF LAWS

Conflict of Interest Laws

I. 18 U.S.C. 203

Subsection (a) prohibitions are encompassed by prohibitions in 18 U.S.C. 205 below. Subsection (b) makes it unlawful to offer or pay compensation, the solicitation or receipt of which is barred by subsection (a).

II. 18 U.S.C. 205

- A. This section prohibits Government personnel from acting as agent or attorney for anyone else before a department, agency, or court in connection with any particular matter in which the United States is a party or has a direct and substantial interest.
- B. The following exemptions are allowed:
 - 1. Section 205 does not prevent Government personnel from giving testimony under oath or making statements required to be made under penalty of perjury or contempt or from representing another person, without compensation, in a disciplinary, loyalty, or other personnel matter.
 - 2. Section 205 also authorizes a limited waiver of its restrictions and those of section 203 for the benefit of an officer or employee, including a special Government employee, who represents his own parents, spouse, or child, or a person or estate he serves as a fiduciary. The waiver is available only if approved by the official making appointments to the position. In no event does the waiver extend to his representation of any such person in matters in which he has participated personally and substantially or which, even in the absence of such participation, are the subject of his official responsibility.
 - 3. Finally, section 205 gives the Head of a department or agency the authority to allow a special Government employee to represent his regular employer or other outside organization in the performance of work under a Government grant or contract, if the department or agency head certifies and publishes in the Federal Register, that the national interest requires such representation.

III. 18 U.S.C. 208

A. Subsection (a) requires executive branch personnel to refrain from participating as Government personnel in any matter in which they, their spouses, minor children, or partners have

Enclosure (1)

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financial interests or in which businesses or nonprofit organizations with which such personnel are connected or are seeking employment have financial interests. A "particular matter" may be less concrete than an actual contract, but is something more specific than rule making or abstract scientific principles. The test is whether the individual might reasonably anticipate that his Government action, or the decision in which he participates or with respect to which he advises, will have a direct and predictable effect upon such financial interests.

B. Subsection (b) permits agencies to grant an ad hoc exemption from subsection (a) if the outside financial interest is deemed not substantial enough to affect the integrity of Government services. Categories of financial interests may also be made nondisqualifying by a general regulation published in the Federal Register.

IV. 18 U.S.C. 209

Subsection (a) prevents executive branch personnel from receiving, and anyone from paying them, any salary or supplementation of salary from a private source as compensation for their Government service. Subsection (b) permits participation in a bona fide pension plan or other employee welfare or benefit plan maintained by a former employer. Subsection (c) exempts special Government employees and anyone serving the Government without compensation. Subsection (d) exempts contributions, awards, or other expenses under the Government Employees Training Act (5 U.S.C. 2301-2319).

V. 37 U.S.C. 801 (a)

A Regular Navy or Regular Marine Corps officer on active duty may not be employed by anyone furnishing Naval supplies or war materials to the United States. If such an officer is so employed he is not entitled to any payment from the United States during that employment.

VI. 18 U.S.C. 207, APPLICABLE TO FORMER DOD PERSONNEL

- A. Subsection (a) permanently prohibits former DoD personnel from acting as agent or attorney for anyone other than the United States in connection with matters involving a specific party or parties in which (1) the United States has a direct and substantial interest, and (2) the former personnel participated personally and substantially while holding a Government position.
- B. For I year after having had related official responsibilities, former DoD personnel are prohibited from personal appearances before a court, department, or agency of the Government as agent or attorney for anyone other than the United States Government (subsection (b)).

Enclosure (1)

- C. Past participation in or official responsibility for general rule making, the formulation of general policy or standards, or other similar matters does not disqualify former personnel. Similarly, in the scientific field past participation in discussions of scientific or engineering concepts, the feasibility of scientific or technical accomplishments, or proposed Government programs in the early stages prior to the formulation of a contract or a contract proposal where specific parties become involved in a matter, does not disqualify the former personnel from representation with respect to a contract entered into at a later time even though the same general scientific matters may be involved in such a contract.
- D. Neither subsection precludes postemployment activities which are no more than aiding or assisting another. A person who leaves the department to accept private employment may, for example, immediately perform technical work on a contract for which he had official responsibility. On the other hand, he is forbidden for a year to appear personally before the department as the agent or attorney of his company in connection with a dispute over the terms of the contract. He may at no time appear personally before the department or otherwise act as agent or attorney for his company in such dispute if he helped negotiate the contract.

VII. SUMMARY OF LAWS PARTICULARLY APPLICABLE TO RETIRED REGULAR OFFICERS

A. Prohibited Activities

1. Claims. A retired Regular officer of the Armed Forces may not, within 2 years of his retirement, act as agent or attorney for prosecuting any claim against the Government, or assist in the prosecution of such a claim, or receive any gratuity or any share of or interest in such a claim in consideration for having assisted in the prosecution of such a claim, if such claim involves the Military Department in whose service he holds a retired status. Nor may a Regular retired officer at any time act as an agent or attorney for prosecuting any claim against the Government or assist in prosecution of such claim, or receive any gratuity or any share of or interest in such claim in consideration for having assisted in the prosecution of such claim, if such claim involves any subject matter with which he was directly connected while on active duty (see 18 U.S.C. 283).

2. Selling

a. A retired Regular officer is prohibited, at all times, from representing any person in the sale of anything to the Government through the Military Department in whose service he holds a retired status (see 18 U.S.C. 281).

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- b. "Payment may not be made from any appropriation, for a period of three years after his name is placed on that list, to an officer on a retired list of the Regular Army, the Regular Navy, the Regular Air Force, the Regular Marine Corps, the Regular Coast Guard, the Environmental Science Services Administration, or the Public Health Service, who is engaged for himself or others in selling, or contracting or negotiating to sell, supplies or war materials to an agency of the Department of Defense, the Coast Guard, the Environmental Science Services Administration, or the Public Health Service." (Sec. 37 U.S.C. 801(c) as amended October 9, 1962, P.L. 87-777, formerly 5 U.S.C. 59(c)). [Note: The Environmental Science Services Administration was abolished on October 3, 1970, and its functions were transferred to the National Oceanic and Atmospheric Administration.]
- c. For the purpose of this statute, "selling" means:
 - (1) Signing a bid, proposal, or contract;
 - (2) Negotiating a contract;
 - (3) Contacting an officer or employee of any of the foregoing departments or agencies for the purpose of:
 - (a) Obtaining or negotiating contracts,
 - (b) Negotiating or discussing changes in specifications, price, cost allowances, or other terms of a contract, or
 - (c) Settling disputes concerning performance of a contract: or
 - (4) Any other liaison activity with a view toward the ultimate consummation of a sale although the actual contract therefor is subsequently negotiated by another person.
- 3. Neither these statutes nor this Directive preclude a retired Regular officer from accepting employment with private industry solely because his employer is a contractor with the Government.
- B. Exemptions From Law Applying to Officers on Active Duty

A retired Regular officer continues to be an "officer" of the United States for purposes of many statutes. However, the laws applying to DoD personnel listed above do not normally apply to retired officers not on active duty who are not otherwise officers or employees of the United States.

LAWS APPLICABLE TO DOD PERSONNEL

There are legal prohibitions concerning the following activities which may subject present and former DoD personnel to criminal or other penalties:

- A. Aiding, abetting, counseling, commanding, inducing, or procuring another to commit a crime under any criminal statute (see 18 U.S.C. 201).
- B. Concealing or failing to report to proper authorities the commission of a felony under any criminal statute if such personnel knew of the actual commission of the crime (see 18 U.S.C. 4).
- C. Conspiring with one or more persons to commit a crime under any criminal statute or to defraud the United States, if any party to the conspiracy does any act to effect the object of the conspiracy (see 18 U.S.C. 371).
- D. Lobbying with appropriated funds (see 18 U.S.C. 1913).
- E. Disloyalty and striking (see 5 U.S.C. 7311, 18 U.S.C. 1918).
- F. Disclosure of classified information (see 18 U.S.C. 798, 50 U.S.C. 783); and disclosure of confidential information (see 18 U.S.C. 1905).
- G. Habitual use of intoxicants to excess (see 5 U.S.C. 7352).
- H. Misuse of a Government vehicle (see 31 U.S.C. 638a(c)(2)).
- I. Misuse of the franking privilege (see 18 U.S.C. 1719).
- J. Deceit in an examination or personnel action in connection with Government employment (see 18 U.S.C. 1917).
- K. Committing fraud or making false statements in a Government matter (see 18 U.S.C. 1001).
- L. Mutilating or destroying a public record (see 18 U.S.C. 2071).
- M. Counterfeiting and forging transportation requests (see 18 U.S.C. 508).
- N. Embezzlement of Government money or property (see 18 U.S.C. 641); failing to account for public money (see 18 U.S.C. 643); and embezzlement of the money or property of another person in the possession of an employee by reason of his Government employment (see 18 U.S.C. 654).
- O. Unauthorized use of documents relating to claims from or by the Government (see 18 U.S.C. 285).

SECNAVINST 5370.2G

- P. Certain political activities (see 5 U.S.C. 7321-7327 and 18 U.S.C. 602, 603, 607, and 608). These statutes apply to civilian employees; regulations govern military personnel.
- Q. Any person who is required to register under the Foreign Agents Registration Act of 1938 (see 18 U.S.C. 219) may not serve the Government as an officer or employee. The section does not apply to (1) reserves who are not on active duty or who are on active duty for training, or (2) a special Government employee in any case in which the department head certifies to the Attorney General that his employment by the United States Government is in the national interest.
- R. Soliciting contributions for gifts or giving gifts to superiors, or accepting gifts from subordinates (see 5 U.S.C. 7351).
- S. Acceptance of excessive honorariums (see 2 U.S.C. 441 (i)).
- T. Acceptance, without statutory authority of any office or title, of any kind whatever, from any king, prince, or foreign state by any person holding any office of profit in or trust of the Federal Government, including all retired military personnel.

 (U.S. Constitution, Art. I, Sec. 9.)

CONFIDENTIAL STATEMENT OF AFFILIATIONS AND FINANCIAL INTERESTS DEPARTMENT OF DEFENSE PERSONNEL (INCLUDING SPECIAL GOVERNMENT EMPLOYEES)						
) THORITY:	Information is sal		E PRIVACY ACT OF 1974			
PRINCIPAL PURPOSE:	Information is solicited in this Statement under the authority of Executive Order 11222. E: Information is required from categories of DoD personnel specified in DoD Directive 5500.7, Section XJX or implementing regulation to enable supervisors and other responsible DoD officials to determine whether there are actual or apparent conflicts of interest between the individual's present and prospective official duties and non-Federal affiliations or financial interests.					
ROUTINE USES:		This information shall be treated as confidential except as determined by the component head concerned or the Civil Service Commission.				
DISCLOSURE:	DISCLOSURE: Filing is voluntary in the sense that no criminal penalties will follow from refusal to file. However, the refusal to provide requested information may result in such measures as suspension of consideration for appointment, reassignment of duties, disciplinary action, or termination of employment.					
1. NAME (last, first, middle mitsel)			2. TITLE OR POSITION			
3. DATE OF APPOINTMEN	3. DATE OF APPOINTMENT TO PRESENT POSITION 4.		4. DOD COMPONENT AND MAJOR ORGANIZATIONAL SEGMENT			
		PART I - TO BE COMPLETED BY THE SECTION XIX. OF DOD DIRECTIVE 55	DSE DOD PERSONNEL INDICATED IN 30.7 OR IMPLEMENTING REGULATION			
		INANCIAL INTERESTS. The in-	interests in commodities which you	have had since last filing. If none, write		
reported in the same ma- tions, firms, partnerships	nner-as your interes , and other business	nber of your household shall be ta. List the names of all corpora- enterprises, nonprofit organiza-		professional, charitable, religious, social,		
		ee, officer, owner, director, mem-		fraternal recreational, public service, civic, or political organization not con- ducted for profit and which is not engaged in owner-hip or conduct of a		
		tative, or consultant, or as a per- ng or plans for future affiliation;		ducational and other institutions doing work involving grants from or contracts		
(h) in which you have ar	y continuing financ	ial interests, such as through a	with the Government are to be inclu			
or other arrangement as	a result of any curre	ontinuing termination payments, ent or prior employment or busi-		not be reported unless specifically request-		
		ich you have any financial inter- of stock, stock options, bonds,		nselor or Deputy Counselor. For re- u but known to another person, you are		
		usts. Identify any financial	required to request its submission on			
NAME AND KIND OF O	RGANIZATION	ADORESS	POSITION OR AFFILIATION . (Present or intended)	NATURE OF FINANCIAL INTEREST (Slock, prior business income, persion, etc.)		
			•			
6. CREDITORS. List all	creditors other than	those providing arms-length, convention	nal loans on customary commercial terms.	If none, write "NONE."		
	6. CREDITORS. List all creditors other than those providing arms-length, conventional loans on customary commercial terms. If none, write "NONE." NAME AND ADDRESS OF CREDITOR NATURE OF DEBT (Personal loan, none, etc.)					
,						

DD, FORM 1555

PREVIOUS EDITION IS DESOLETE.

Enclosure (2)

SECNAVINST 5370.2G

 INTERESTS IN REAL PROPERTY. List your ir prospective, regarding acquisition or present status. 	iterists in i	eal property other than personal re-	udence you occupy.	Note any DoD con	tractor relationship, present or	
NATURE OF INTEREST (Ownership, mortgage, limit, investment trust, etc.)	TYPE OF PROPERTY (Readence, butel, apartments,		ADDRESS			
		rm, underelaped land, etc.)				
			<u> </u>	<u> </u>		
 INFORMATION REQUESTED FROM OTHER P indicate name and address of such person, data on a 	ERSONS. rhich you r	If any information is to be supplied equested information, and subject in	Lby ot <mark>her persons</mark> re natter involved. If n	# , trustee, attorney one, write "NONE"	, accountant, relatives,	
NAME AND ADDRESS	DATE OF REQUEST		SUBJECT MATTER			
		TION TO BE FURNISHED ONLY I				
(Temporary or part-time "advise	rs or consi	illants" as prescribed in Section III	C. of DoD Dir 5500.			
9. ESTIMATE THE NUMBER OF DAYS ON WHICE WITH EMPLOYING DOD COMPONENT	H SERVIC	ES ARE EXPECTED TO BE PERF			<u> </u>	
L NUMBER OF DAYS WORKED FOR DOD DURING THE 365 DAYS PRECEDING DATE OF CURRENT APPOINTMENT		. NUMBER OF DAYS WORKED FOR EMPLOYING DOD COMPONENT DURING THE 365 DAYS PRECED DATE OF CURRENT APPOINTMENT			THE 365 DAYS PRECEDING	
10. FEDERAL GOVERNMENT EMPLOYMENT. L	at all othe	r DoD Components and Federal age	ncies in which you a	re presently employ	ed. If none write "NONE."	
COMPONENT OR AGENCY AND LOCATION		TITLE OR KIND OF POSITION		NT PEPIOD	ESTIMATED NUMBER	
			From	Та	OF DAYS	
I certify that the statements I have made are true,	complete	and correct to the best of my know	ledge and belief and	that I have read an	d understand the contents of	
DoD Directive 5500.7 as implemented by my emp			reage and belief, and	the I have lead to	d dilgeralia inc content of	
SIGNATURE			DATE			
		5/100 5				
		SUPERVISOR'S EVALUATION leaure 2 or DoD Dir \$500.7 or impleme	nting regulation)			
I have reviewed the above statement in light of the present and prospective duties of the individual to ensure that both actual and apparent conflicts of interest are avoided. My evaluation is:						
No affiliation/financial interests reported.						
Reported affiliation/financial interests are un					This conflict or constant con-	
Assigned duties require participation in matu flict will be resolved by: Change in assignment			-			
Disqualification; Other (explain). A						
The following reported affiliation/financial interests are related to assigned or prospective duties, but have been determined by the appropriate appointing official						
to be not so substantial as to affect the integrity of the individual's services:						
A copy of that formal determination and rationale is attached.						
The prospective employee's duties will require participation in matters involving the following reported affiliation/financial interests, and the appointment cannot be consummated until divestiture of these interests is completed.						
SIGNATURE OF SUPERVISOR		PRINT OR TYPE NAME AND TITLE			DATE	
STANDARDS OF CONDUCT COUNSELLOR/DEPUTY COUNSELLOR REVIEW (See enclusive 2 of DnD Dr. 5500.7 or implementing repulsion)						
As a duly designated counsellor (or Deputy Counsellor), I have examined the foregoing Statement and Evaluation. I concur with the supervisor's evaluation.						
I do not concur with the supervisor's evaluation and recommend the following action:						
SIGNATURE			DATE	<u></u>		
		İ				
<u> </u>						

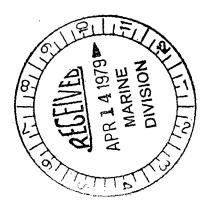
Enclosure (2)

		SECUAVITIST 3370.
	STATEMENT OF EMPLOYMENT (Regular Retired Officers)	
	DATA REQUIRED BY THE PRIVACY ACT	
JTHORITY:	37 U.S.C. 801 (c) and 5 U.S.C. 5532	
PRINCIPAL PURPOSES:	Information is required from retired regular officers to enable Department of Defense personnel to determine whether such officers are engaged in activities prohibited by law or regulation, including those that could result in the loss of retired pay or a reduction in retired pay due to other Federal employment.	
ROUTINE USES:	The information supplied on this form is forwarded to the Military I individual holds a retired status and is appropriately reviewed to assuapplicable statutes and regulations.	
DISCLOSURE:	Disclosure of the requested information is voluntary in the sense that from failure to file. However, the information requested by this formment of Defense to implement 37 U.S.C. 801 (c) and 5 U.S.C. 5532 ed, further investigation will ensue which may lead to the withholding of the matter to the Comptroller General of the United States or other than the comptroller of the Comptroller General of the Comptroller or other than the comptroller or other	n is required to enable the Depart- . If the information is not provid- ng of retired pay and the referral
1. I am a regular retired o		
	(Department)	(Date)
	ot employed. (If employed, or self employed, complete the rest of th for each employer on a separate sheet) e and address is	us item, if more than one employer,
	or offers for sale, to agencies (including nonappropriated fund activitional Oceanic and Atmospheric Administration, or the Public Health S	
3 If item 2 h is answered	in the affirmative, complete this item:	
o. I. item 2,0 is answered	m the arranget, complete this feeth.	
a. My position title is		
b. My duties are, briefly (a complete description of your job, a copy of your employment contract, or any other pertinent information, may be attached):		
c. My duties include o	ne or more of the following activities in regard to an agency specified	in item 2.b:
for the purpose of (i) obtallowances, or other terms liaison activity with a view	oposal, or contract, (2) negotiating a contract, (3) contacting an offi aining or negotiating contracts, (ii) negotiating or discussing changes of a contract, or (iii) settling disputes concerning performance of a or toward the ultimate consummation of a sale even though the actual	in specifications, price, cost contract, or (4) any other
subsequently negotiated b	y another person. answered in the affirmative, attach explanatory details)	
4. I have received a copy	of DoD Directive 5500.7 or the regulation issued by my department i	mplementing that Directive.
I understand that if I have	nent of Employment within 30 days after the information is this State been retired for less than three years and have been employed by a dent to file a Report of DoD and Defense Related Employment (DD F 700.15.	efense contractor, I might also
SIGNATURE		DATE
NAME (Typed or printed)		FILE/SSN
	ويسترون والمرابع والمرابع والمرابع والمرابع والمرابع والمرابع والمرابع والمرابع والمرابع والمرابع والمرابع	<u>. </u>

DD 1 JAN 77 1357

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

Enclosure (3)



DEPARTMENT OF THE NAVY
SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN
SEATTLE. WASHINGTON 98115

IN REPLY REFER TO:

4330 Ser 405-1640 13 MAR 1979

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj; Designation of Contracting Officers

Ref: (a) SUPSHIP Seattle 1tr 4330 Ser 405-3796 of 20 Jun 1978

1. The purpose of this letter is to provide a current list of designated Contracting Officers for the Office of Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle, Washington.

- 2. This letter cancels and supersedes reference (a) and all other preceding designations of Contracting Officers by SUPSHIP Seattle and applies to all current and future contracts and job orders issued and/or administered by this Command until canceled or superseded.
- 3. The persons of this Command named below are authorized to exercise full and complete Contracting Officer authority on behalf of the United States of America to enter into Master Ship Repair Contracts and Job Orders thereunder, to execute contract modifications for ship construction and conversion contracts, to administer such contracts, and to perform such acts and to make such determinations, findings, and decisions in connection therewith as are authorized by law and applicable regulations.

Captain S. P. Passantino, USN

(or the Acting Supervisor in his absence)

Mr. J. D. Winston

Mr. J. D. Winston Mr. R. R. Morrison

Mr. Raymond P. Tompkins

4. In addition, <u>limited</u> Contracting Officer authority has been delegated as follows:

a. Limited to the functions of Contracting Officer for actions of \$500,000 gross or less:

Mr. Roy K. Etten

Mr. Robert V. Jensen

Mr. Nick H. Peak

DIVISION

Ser 405-1640 1 3 MAR 1979

b. Limited to the functions of Contracting Officer for actions of \$100,000 gross or less:

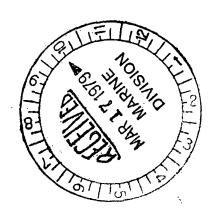
Mr. Frank R. Childers

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- c. LCDR J. D. Stevens, Resident Supervisor of Shipbuilding, Tacoma, Washington, limited to the functions of Contracting Officer for actions of \$10,000 gross or less.
- d. LCDR J. D. Courville, Resident Supervisor of Shipbuilding, Portland, Oregon, limited to the functions of Contracting Officer for actions of \$10,000 gross or less.
- e. Mr. L. V. Lindberry limited to authorization of repairs to Government furnished property not to exceed an estimated cost for \$250 gross per repair authorization.
- 5. Only the above named individuals have the legal authority to authorize or change work and sign contract documents. No other personnel are authorized by their informal communications or by their course of conduct to generate price increases or time extensions nor to require contractors to perform different or additional work under a contract. It is emphasized that ship's force personnel, inspectors, surveyors, ship superintendents, project officers, resident inspection officers, or other Government personnel other than those designated above, do not have Contracting Officer authority. Contractors are cautioned that any actions taken in advance of or beyond the provisions of a properly executed contract, job order, or modification thereto is at their own risk. Contractors are neither expected nor authorized to proceed with a change until the contract has been modified in writing by a duly designated Contracting Officer acting within the scope of his authority.
- 6. Contractors are further reminded that technical Government representatives such as Ship Acquisition Project Managers (SHAPM), Project Managers (PMS), and Project Manager Representatives (PMR) are similarly without contract authority. Such representatives, on visiting contractor yards for meetings and conferences, should advise contractors that they have no authority to direct alteration of the contractor's obligations or in any way change the contract work. This is Navy policy pursuant to Secretary of the Navy Instruction 4200.23A.

S. P. PASSANTINO

<u>Distribution List</u> See page 3



Ser 405-1640

13 MAR 1979

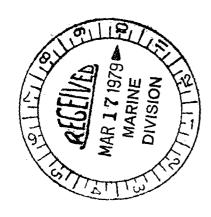
<u>Distribution List:</u>

Astoria Marine Construction Co., Astoria The Boeing Company, Seattle Cummings Boat Company, Inc., Tacoma Dillingham Ship Repair, Portland Duwamish Shipyard, Inc., Seattle Fishermen's Boat Shop, Inc., Everett Foss Launch and Tug Co.,

Division of Dillingham Corp., Seattl

Division of Dillingham Corp., Seattle Hillstrom Shipbuilding Corporation, Coos Bay Lake Union Drydock Co., Seattle Lockheed Shipbuilding & Construction Co., Seattle Marine Construction & Design Co., Seattle Marine Power & Equipment Co., Seattle Marine Ways Corporation, Portland Northwest Marine Iron Works, Portland Pacific Fishermen, Inc., Seattle Peterson Boatbuilding Co., Tacoma Rowe Machine Works, Inc., Seattle Sea-Tac Alaska Shipbuilding Corp., Tacoma Tacoma Boatbuilding Co., Inc., Tacoma Todd Pacific Shipyards Corp., Seattle Division Uniflite, Inc., Bellingham Willamette Iron and Steel Co. Division of Guy F. Atkinson Co., Portland

Copy to: NAVSEA (SEA 02) (SEA 028) (SEA 074) SUPSHIP SFRAN SUPSHIP SDIEGO SUPSHIP BATH



DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

IN REPLY REFER TO: DD-718 Ser 422-958

6 FEB 1979

Northwest Marine Iron Works 2516 N. W. 29th Avenue Portland, Oregon 97208

Gentlemen:

In response to IFB N62799-79-B-0006, Repair of USS HAMNER (DD-718), two bids were received as follows:

Northwest Marine Iron Works

\$328,796

338,789

Willamette Iron & Steel Co.

The low bid was in excess of funds allotted for repairs, and due to scheduled decommissioning, the project has been cancelled.

Your interest in bidding Navy repair work is appreciated, and you will be invited to participate in future projects.

Very truly yours,

R. R. MORRISON

Contracting Officer

11420 5100 Ser 460-472

17 JAN 1979

Distribution List

Duwamish Shipyard, Inc., Seattle
Dillingham Ship Repair, Portland
Lake Union Drydock Company, Seattle
Lockheed Shipbuilding and Construction Company, Seattle
Marine Power & Equipment Company, Seattle
Northwest Marine Iron Works, Portland
Sea-Tac Alaska Shipbuilding Corporation, Tacoma
Todd Pacific Shipyard Corporation, Seattle Division, Seattle
Willamette Iron & Steel Company, Division of Guy F. Atkinson Co., Portland

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SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

11420 5100 Ser 460-472

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Safety Certification for Docking U. S. Navy Ships; Facility Certification Report, submittal of

Ref: (a) NAVSEA 1tr 070141/aw 11420 Ser 309 of 14 Dec 1978

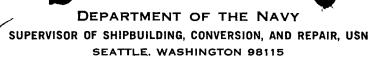
(b) MIL-STD 1625A(SH), "Drydocking Facilities Safety Certification Criteria for Docking U. S. Navy Ships", of 7 Sep 1976

- 1. The Commander, Naval Sea Systems Command, by reference (a), reported that Facility Certification Reports (FCRs) received for review and approval are often submitted with incomplete documentation. Thus, in order to complete the FCR, additional time and correspondence has been required between NAVSEA, the submitting activity, and the SUPSHIP office.
- 2. Material condition items, as specified in paragraphs 4.1.6 and 4.1.7 of reference (b), if reported as marginal or unsatisfactory in an FCR, must include a schedule by the activity as to when the conditions will be corrected. All conclusions and/or recommendations made by a qualified independent survey team for the purpose of correcting unsafe conditions, must also be commented upon. The recommendations and conclusions of the independent survey team and the activity's comments shall be consolidated into one section in a summary portion of the FCR.
- 3. System descriptions required by paragraph 3.1.4 of reference (b) are also often incomplete in FCRs. System descriptions should be complete and detailed.

J. D. WINSTON
By direction

Distribution List:

See Page 2



4355/NUVEP Ser 340.1-101 11 January 1979

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: NAVSEA Unified Vendor Evaluation Program (NUVEP); utilization of

Ref: (a) SUPSHIP Seattle 1tr Ser 340-5669 of 20 Sep 1976

1. Reference (a) is cancelled by this letter, which updates and reestablishes the official policy of the government, and SUPSHIP Seattle, relative to the NUVEP program.

- 2. The Naval Sea Systems Command (NAVSEA) Unified Vendor Evaluation Program (NUVEP), periodically receives vendor performance data collected from participating NAVSEA Field Activities.
- 3. The NAVSEA NUVEP/UMR Field Office analyzes and evaluates the data before placing it into a centralized computerized vendor historical performance data bank, maintained to support NAVSEA in performing procurement quality assurance actions.
- 4. The data for the NUVEP program is received from lists of lots received/rejected, corrective actions by the vendor to prevent recurrence, Material Inspection Records, Local Defective Material Reports, Quality Deficiency Reports, Vendor Surveys and other pertinent vendor historical performance data.
- 5. This data is analyzed and periodically disseminated on a scheduled basis to participating activities. It includes NUVEP bulletins to alert activities of problems being encountered by one activity which may affect other activities and issues, at four month intervals, a Vendor Quality History Data Analysis Report (VDAR). This is a list (by commodity) of those vendors who represent the significant source of deficient or nonconforming material being provided to NAVSEA. It is developed from a detailed review and analysis of all available data. It is also an assessment by NAVSEA of those vendors who, by their past performance, warrant special attention in the identified problem area prior to procurement or immediately thereafter.
- 6. Copies of the most recent issues of the Vendor Quality History Data Analysis Report as well as selected NUVEP bulletins and selected detailed data for your review, as appropriate, will be forwarded by SUPSHIP Seattle, to assure maximum participation and effective utilization of the NUVEP data. Please note, however, that:

4355/NUVEP Ser 340.1-101 11 January 1979

- a. NAVSEA is under no obligation to provide such data initially, or to continue to do so in the future. Rather, this information is being provided gratuitously for the sole purpose of aiding you in maintaining quality control and quality assurance. It is not to be used to determine the responsibility of a prospective offeror.
- b. The data provided by the government cannot be referred to, quoted, or used as a justification for either a positive or negative action by you, as the prime contractor, against one of your subcontractors or potential subcontractors. Any such action which you may contemplate, of either a positive or negative nature, must be taken solely on the basis of data collected independently by you.
- c. The providing of data does not in any way relieve you of your responsibility for making a determination (based solely on your own objective data) that a prospective subcontractor is responsible as required by ASPR Section 1-906.
- 7. As a contractor, if additional NUVEP information is required, you may request data on a specific vendor by name from the Supervisor. Such requests should be accompanied by a justification for a "need to know."
- 8. To assist in implementing this program, it is suggested that any significant procurement problems you may be experiencing, as a contractor, be reported on a voluntary basis to SUPSHIP Seattle, Code 300.
- 9. The requirements of this letter do not authorize any change in the terms, conditions, delivery schedule, or price or amount of the subject contract or any other Government contract. In the event that you consider that these requirements represent a change for which an equitable adjustment is in order, you are to advise the Contracting Officer of the particular technical or contractual requirements regarded as changed, and take no action with regard to such changed requirements until notified, in writing, of the Contracting Officer's response.

S. P. PASSANTINO

Distribution List:
Astoria Marine Construction Company
The Boeing Company
Cummings Boat Company, Inc.
Duwamish Shipyard, Inc.
Dillingham Ship Repair

4355/NUVEP Ser 340.1-101 11 January 1979

Fishermen's Boat Shop, Inc. Foss Launch and Tug Company Lake Union Drydock Company Lockheed Shipbuilding and Construction Company Marine Construction and Design Company Marine Ways Corporation Marine Power and Equipment Company Northwest Marine Iron Works Pacific Fishermen, Inc. Peterson Boat Building Company Rowe Machine Works, Inc. SEA-TAC Alaska Shipbuilding, Corp. Tacoma Boatbuilding Company, Inc. Todd Pacific Shipyards Corporation, Seattle Division Uniflite, Inc. Willamette Iron and Steel Company

Copy to: NAVSEA 98X, Portsmouth, NH



DEPARTMENT OF THE NAVY

SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE. WASHINGTON 98115

IN REPLY REFER TO: 4710
Ser 215-105
2 Jan 1979

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Ship Repair Workload Forecast for the THIRTEENTH Naval District

Encl: (1) Tentative projected workload listing

1. Enclosure (1) is forwarded to provide an estimate of future ship repair workload expected in the THIRTEENTH Naval District.

2. The information contained in enclosure (1) is a best estimate of future Navy ship repair workload forecasted for the area and is subject to change without formal notice.

3. Emphasis is given to the fact that the information provided does not represent or imply that the estimated workload will ultimately be assigned nor is it a guarantee of future work assignment to any private contractor in the area.

H.M. OIEN
By direction

Seattle, WA

Distribution:

Astoria Marine Const. Co.

Astoria, OR

The Boeing Co., Seattle, WA

Cummings Boat Co., Inc.,

Tacoma, WA

Dillingham Ship Repair,

Portland, OR

Duwamish Shipyard, Inc.,

Seattle, WA

Fishermen's Boat Shop, Inc.,

Everett, WA

Foss Launch & Tug Co.,

Seattle, WA

Lake Union Drydock Co.,

Seattle, WA

Lockheed Shipbuilding & Con-

struction Co., Seattle, WA

Northwest Marine Iron Works,
Portland, OR
Pacific Fishermen, Inc., Seattle, WA
Petersen Boatbuilding Co., Tacoma, WA
Rowe Machine Works, Inc., Seattle, WA
SEA-TAC Alaska Shipbuilding Corp.,
Tacoma, WA
Tacoma Boatbuilding Co., Inc.,
Tacoma, Wa
Tadd Basific Shipwards Corp.

Marine Power & Equipment Co.,

Marine Ways Corp., Portland, OR

Todd Pacific Shipyards Corp., Seattle, WA

Uniflite, Inc., Bellingham, WA

Willamette Iron & Steel Co., Portland, OR

0 e

Thomas Tuckey OU Muteleff (Smith

4710 Ser 215-105 2 Jan 1979

Copy to:
COMNAVSEASYCOM (074)
COMNAVSURFPAC
COMTHIRTEEN
COMNAVSHIPYD, Bremerton, WA

Tentative Projected Workload Listing

SHIP	APPROX. START	APPROX LENGTH	TYPE WORK
USS HAMNER (DD-718)	FEB 79	$1\frac{1}{2}$ mo.	2
USS CONQUEST (MSO-488)	FEB 79	1^{1}_{2} mo.	1, 2
USS POINT DEFINACE (LSD-31)	MAR 79		1, 3
USS HIGBEE (DD-806)	APR 79	1^{1}_{2} mo.	2
USS MCKEAN (DD-784)	MAY 79	1 mo.	2
USS MONTICELLO (LSD-35)	JUL 79	7 mo.	1, 3
MOCTOBI (ATF-105)	JUL 79	4 mo.	1, 3
YR-84	4th Qtr 79	1^{1}_{2} mo	1, 2
USS ROARK (FF-1053)	NOV 79	9 mo	1, 3

^{1 -} Drydocking

^{2 -} Repair

^{3 -} Regular Overhaul

^{4 -} Activation

^{5 -} Inactivation

DEPARTMENT OF THE NAVY SUPERVISOR OF SHIPBUILDING, CONVERSION, AND REPAIR, USN SEATTLE, WASHINGTON 98115

in REPLY REFER TO: 4330 Ser 405-1713 2 9 APR 1376

From: Supervisor of Shipbuilding, Conversion, and Repair, USN, Seattle

To: Distribution List

Subj: Employment of the Handicapped Clause, addition of to Invitation

to Bid

Encl: (1) Excerpt from Federal Register, Volume 39, No. 113

1. Pursuant to PL 93-112, current and future Invitations for Bid for ship repair projects will include a clause titled 'Employment of the Handicapped'.

2. Portions of Title 20, dealing with this clause are forwarded as enclosure (1) for information and guidance of Master Ship Repair Contractors.

R. R. MORRISON Contracting Officer

Distribution List

Cummings Boat Company, Inc., Tacoma
Duwamish Shipyard, Inc., Seattle
Dillingham Ship Repair, Portland
Fishermen's Boat Shop, Inc., Everett
Lake Union Drydock Company, Seattle
Lockheed Shipbuilding & Construction Co., Seattle
Marine Iron Works, Inc. Tacoma
Marine Power & Equipment Co., Seattle
Northwest Marine Iron Works, Portland
Rowe Machine Works, Inc., Seattle
Sextant Marine Shipbuilding, Inc., Tacoma
Todd Shipyards Corporation, Seattle Div
Willamette Iron & Steel Company, Portland

Title 20-Employees' Benefits

CHAPTER VI-EMPLOYMENT STANDARDS ADMINISTRATION, DEPARTMENT OF LABOR

SUBCHAPTER C-REHABILITATION ACT OF 1973 PART 741—AFFIRMATIVE ACTION OBLI-GATIONS OF CONTRACTORS AND SUB-CONTRACTORS

On September 26, 1973, the President signed the Rehabilitation Act, Public Law -112, which, among other things, requires Government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals. By virtue of authority delegated to me by Executive Order No. 11758, and pursuant to section 503 of the Rehabilitation Act, I hereby issue Title 20, Chapter VI, Sub-chapter C, Part 741 of the Code of Federal Regulations, setting forth the duties of contractors, subcontractors and agencies.

We find that notice of proposed rulemaking and delay in the effective date would be contrary to the public interest in view of the need for prompt implementation of the affirmative action requirements contained in the Rehabilitation Act, and accordingly such notice and delay are not required under 5 U.S.C. 553 (b) and (d). Therefore, these regulations shall be effective on June 11, 1974.

However, in accordance with the spirit of the public policy set forth in 5 U.S.C. 553, interested persons may submit written comments, suggestions, data or arguments to Mr. Bernard E. DeLury, Assistant Secretary for Employment Standards, U.S. Department of Labor, Washington, D.C., on or before July 26, 1974. Material thus submitted will be evaluated and acted upon in the same manner as if this document were a proposal.

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Effective date.

AUTHORITY: Sec. 503, Pub. Law 93-112, 87 Stat. 393 (29 U.S.C. 793) and Executive Order

Subpart A--Preliminary Matters, Affirmative Action Clause, Compliance

§ 741.1 Purpose and application.

The purpose of the regulations in this part is to assure compliance with section 503 of the Rehabilitation Act of 1973, which requires government contractors and subcontractors to take affirmative action to employ and advance in employment qualified handicapped individuals. The regulations in this part apply to all government contracts for personal property or nonpersonal services (including construction) in excess of \$2,500. Failure of a contractor to comply with any provision of the regulations in this part shall be grounds for the imposition of any or all of the sanctions authorized herein. The regulations in this part do not apply to any action taken to effect compliance with respect to employment or participation in Federal grant programs under section 504 of the Rehabilitation Act of

§ 741.2 Definitions.

(a) The term "Act" means Rehabilitation Act of 1973, Public Law

93-112.
(b) The term "affirmative action clause" means the contract provisions set forth in § 741.3.

(c) The term "agency" means any

contracting agency of the government.

(d) The term "Assistant Secretary" means the Assistant Secretary of Labor Employment Standards or his designee.

(e) The term "certification" means a signed statement which is issued as a of such qualified vocational rehabilitation agencies or facilities listed by the Employment Standards Administration and which describes the handicapped individual's disabilities.

(f) The term "construction means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

(g) The term "contract" means any government contract for the procurement of personal property or non-personal services, including construction.

(h) The term "contracting agency" means any department, agency, establishment or instrumentality of the United States, including any wholly owned government corporation, which enters into contracts.

(i) The term "contractor" means. unless otherwise indicated, a prime contractor or subcontractor.

(j) The term "Employment Standards Administration" means the Employment Standards Administration of the United States Department of Labor, its regional and area offices and any division, branch or bureau thereof engaged in activities under this regulation.

(k) The term "government" means the government of the United States of

(1) The term "government contract" means any agreement or modification thereof between any contracting agency and any person for the furnishing of personal property or non-personal services or for the use of real or personal property, including lease arrangements. The term "services", as used in this section includes, but is not limited to the following services: utility, construction, transportation, research, insurance, and fund depository. The term "government contract" does not include (1) agreements in which the parties stand in the relationship of employer and employees, and (2) federally-assisted contracts.
(m) The term "handicapped in-

dividual" means any individual who has a physical or mental disability which for such individual constitutes or results in a substantial barrier to employment, provided such individual has reasonably benefited in terms of employability from any of the types of services (including certification) provided pursuant to Titles I and III of the Act or their equivalent. (n) The term "modification" means

any alteration in the terms and conditions of a contract, including supplemental agreements, amendments, and

extensions.

(o) The term "person" means any natural person, corporation, partnership or joint venture, unincorporated, association, State or local government, and any agency, instrumentality, or subdivision of such a government.

(p) The term "prime contractor"

means any person holding a contract, and for the purposes of Subpart B of this part, any person who has held a contract subject to the Act.

(q) The term "procurement activity" means the organizational element of a federal agency which has responsibility to contract for the procurement of personal property or non-personal services, including construction.

(r) The term "recruiting and training agency" means any person who refers workers to any contractor or subcontractor, or who provides or supervises apprenticeship or training for employment by any contractor or subcontractor.

(s) The term "rules, regulations, and relevant orders of the Secretary of Labor" used in paragraph (d) of affirmative action clause means rules, regulations, and relevant orders of the Secretary of Labor or his designee issued pursuant to the Act.

The term "Secretary" means the Secretary of Labor, U.S. Department of Labor, or his designee.

(u) The term "subcontract" means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (1) For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is necessary to the performance of any one or more contracts; or
- (2) Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken, or assumed.
- (v) The term "subcontractor" means any person holding a subcontract and, for the purposes of Subpart B of this part, any person who has held a subcontract subject to the Act. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.
- (w) The term "United States" as used herein shall include the several States, the District of Columbia, the Virgin Islands, the Commonwealth of Puerto Rico, Guam, the Panama Canal Zone, American Samoa and the Trust Territory of the Pacific Islands.

§ 741.3 Affirmative action clause.

Each procuring activity shall include the following affirmative action clause in each of its nonexempt Government contracts (and modifications thereof if not included in the original contract).

EMPLOYMENT OF THE HANDICAPPED

(This clause applies to all nonexempt contracts and subcontracts which exceed \$2,500 as follows: (1) Part A applies to contracts and subcontracts which provide for performance in less than 90 days, (2) Parts A and B apply to contracts and subcontracts which provide for performance in 90 days or more and the amount of the contract or subcontract is less than \$500,000, and (3) Parts A, B, and C apply to contracts and subcontracts which provide for performance in 90 days or more and the amount of the contract or subcontract is \$500,000 or more.)

PART A

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- apprenticeship.

 (b) The Contractor agrees that, if a handicapped individual files a complaint with the Contractor that he is not complying with the requirements of the Act, he will (1) investigate the complaint and take appropriate action consistent with the requirements of 20 CFR 741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.

(c) The Contractor agrees that, if a handicapped individual files a complaint with the Department of Labor that he has not complied with the requirements of the Act, (1) he will cooperate with the Department in its investigation of the complaint, and (2) he will provide all pertinent information regarding his employment practices with respect to the handicapped.

(d) The Contractor agrees to comply with the rules and regulations of the Secretary of Labor in 20 CFR Ch VI, Part 741.

- (e) In the event of the Contractor's non-compliance with the requirements of this clause, the contract may be terminated or suspended in whole or in part.
- (f) This clause shall be included in all subcontracts over \$2,500.

PART B

- (g) The Contractor agrees (1) to establish an affirmative action program, including appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, which will provide the affirmative action regarding the employment and advancement of the handlcapped required by P.L. 93-112. (2) to publish the program in his employee's or personnel handbook or otherwise distribute a copy to all personnel, (3) to review his program on or before March 31 of each year and to make such changes as may be appropriate, and (4) to designate one of his principal officials to be responsible for the establishment and operation of the program.
- (h) The Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or his designee, of pertinent books, documents, papers and records concerning his employment and advancement of the handicapped.
- (1) The Contractor agrees to post in conspicious places, available to employees and applicant; for employment, notice; in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.
- (j) The Contractor will notify each labor union or representative of workers with which he has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

PART C

- (k) The Contractor agrees to submit a copy of his affirmative action program to the Assistant Secretary for Employment Standards within 90 days after the award to him of a contract or subcontract.
- (1) The contractor agrees to submit a summary report to the Assistant Secretary for Employment Standards, by March 31 of each year during performance of the Contract, and by March 31 of the year following completion of the contract, in the form prescribed by the Assistant Secretary, covering employment and complaint experience, accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

§ 741.4 Affirmative action policy.

(a) General requirements. Under the affirmative action obligation imposed by section 503 of the Rehabilitation Act of 1973, contractors are required to take affirmative action to employ and advance in employment qualified handicapped individuals. Such action shall apply to employment practice, including, but not limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other

forms of compensation; and selection for training, including apprenticeship.

- (b) Outreach and positive recruit-ment. Contractors shall review their employment practices to determine whether their programs provide the required affirmative action for employment and advancement of qualified handicapped individuals. Based upon the findings of such reviews, contractors shall undertake appropriate outreach and positive recruitment activities, such as those listed below. It is not contemplated that contractors will necessarily undertake all of the listed activities. The scope of a contractor's efforts shall depend upon all the circumstances, including the extent in which existing employment practices are adequate and the contractor's size and resources.
- (1) Internal communication of the contractor's obligation to engage in affirmative action efforts to employ qualified handicapped individuals in such a manner as to foster understanding, acceptance and support among the contractor's executive, management, supervisory and all other employees and to encourage such persons to take the necessary action to aid the contractor in meeting this obligation.
- (2) Development of reasonable internal procedures to insure that the contractor's obligation to engage in affirmative action to employ and promote qualified handicapped individuals is being fully implemented.
- (3) Periodically informing all employees of the contractor's commitment to engage in affirmative action to increase employment opportunities for qualified handicapped individuals.
- (4) Enlisting the assistance and support of all recruiting sources (including the State Employment Services, State vocational rehabilitation agencies or facilities, sheltered workshops, college placement officers, State education agencies, labor organizations, and social service organizations serving handicapped individuals) for the contractor's commitment to provide meaningful employment opportunities to qualified handicapped individuals. (A list of national organizations serving the handicapped, many of which have State or local affiliates, is found in the "Directory of Organizations Interested in the Handicapped", published by the People to People Committee on the Handicapped, 1146 16th Street, NW., Washington, D.C. 20036.)
- (5) Engaging in recruitment activities at educational institutions which participate in training of the handicapped, such as schools for the blind, deaf, or retarded.
- (6) Establishment of meaningful contacts with appropriate social service organizations, Vocational Rehabilitation agencies or facilities, for such purposes as advice, technical assistance and referral of potential employees.
- (7) Reviewing employment records to determine the availability of promotable and transferrable qualified handicapped individuals presently employed, and to determine whether their present and

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potential skills are being fully utilized or developed.

(8) Use of appropriate media for institutional and employment advertising to indicate the contractor's commitment to nondiscrimination and affirmative action under this part.

(c) Accommodation to physical and mental limitations of employees. A contractor must attempt to make a reasonable accommodation to the physical and mental limitations of an employee or applicant unless the contractor can demonstrate that such an accommodation would impose an undue hardship on the conduct of the contractor's business. In determining the extent of a contractor's accommodation obligations, the following factors among others may be considered: (1) Business necessity (2) financial cost and expenses and (3) resulting personnel problems.

§ 741.5 [Reserved]

§ 741.6 Certification of handicap.

(a) Any handicapped individual may request, at any time, a certification of his handicap from any Vocational Renabilitation agency or facility listed by the Employment Standards Administration such lists shall be available through local U.S. Department of Labor. Employment Standards Administration offices. The certification shall be in the form prescribed by the Secretary, and shall represent the determination of a facility listed by the Employment Standards Administration that the individual is handicapped and has benefited in employability from a type of service provided pursuant to Title I and III of the Act or their equivalent.

(b) Handicapped individuals filing administrative complaints under this part may do so only upon certification of their handicapping disability or condition as provided in paragraph (a) of this

section.

§ 741.7 [Reserved]

§ 741.8 Listing of employment openings.

The mandatory listing obligation of 41 CFR Part 50-250, which requires contractors to list their job openings with State employment services offices shall be utilized by State employment security agencies to refer qualified handicapped individuals.

§ 741.9 Labor unions and recruiting and training agencies.

(a) Whenever performance in accordance with the affirmative action clause or any matter contained in the regulations in this part may necessitate a revision of a collective bargaining agreement, the labor union or unions which are parties to such agreements shall be given an adequate opportunity to present their views to the contracting agency, or, if he has assumed jurisdiction, the Assistant Secretary.

(b) The Secretary shall use his best efforts, directly and through contractors, subcontractors, local officials, vocational

rehabilitation facilities, and all other available instrumentalities, to cause any labor union, recruiting and training agency or other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate with, and to assist in the implementation of, the purposes of the Act.

Subpart B—General Enforcement and Complaint Procedure

§ 741.20 Subcontracts.

Each nonexempt prime contractor and subcontractor under a Government contract shall include the affirmative action clause prescribed in § 741.3 in each of their nonexempt subcontracts.

§ 741.21 Adaptation of language.

Such necessary changes in language may be made to the affirmative action clause (see § 741.3) as shall be appropriate to identify properly the parties and their undertakings.

§ 741.22 Incorporation by reference.

The affirmative action clause may be incorporated by reference in Government transportation requests, contracts for deposit of Governmental funds, contracts for issuing and paying U.S. savings bonds and notes, contracts and subcontracts less than \$50,000, and such other contracts as the Assistant Secretary may designate.

§ 741.23 Incorporation by operation of the Act and agency regulations.

By operation of the Act, the affirmative action clause shall be considered to be a part of every contract and subcontract required by the Act and the regulations in this part and to include such a clause whether or not it is physically incorporated in such contracts. The clause may also be applied by agency regulations to every nonexempt contract where there is no written contract between the agency and the contractor.

§ 741.24 [Reserved] § 741.25 Exemptions.

(a) General—(1) Transactions not exceeding \$2,500. Contracts and subcontracts not exceeding \$2,500 are exempt from the requirement of the affirmative action clause. No agency, contractor or subcontractor shall procure supplies or services in less than usual quantities to avoid applicability of the affirmative action clause.

(2) Contracts and subcontracts for indefinite quantities. With respect to indefinite delivery-type contracts and subcontracts (including, but not limited to, open end contracts, requirement-type contracts, "call-type" contracts, and purchase notice agreements), the affirmative action clause shall be included unless the procuring activity has reason to believe that the amount to be ordered in any year under such contract will not exceed \$2,500. The applicability of the affirmative action clause shall be determined by the purchaser at the time of award for the first year, and annually

thereafter for succeeding years, if any. Notwithstanding the above, the affirmative action clause shall be applied to such contract whenever the amount of a single order exceeds \$2,000. Once the affirmative action clause is determined to be applicable, the contract shall continue to be subject to such clause for its duration, regardless of the amounts ordered, or reasonably expected to be ordered in any year.

(3) Work outside the United States. Contracts and subcontracts are exempt from the requirements of the affirmative action clause with regard to work performed outside the United States by employees who were not recruited within the United States.

(4) Contracts with State or local governments. The requirements of the affirmative action clause in any contract or subcontract with a State or local government (or any agency, instrumentality or subdivision thereof) shall not be applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract or subcontract.

(5) Facilities not connected with contracts. The Assistant Secretary may exempt from the requirements of the affirmative action clause any of a prim; contractor's or subcontractor's facilities which he finds to be in all respects separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, provided that he also finds that such an exemption will not interfere with or impede the effectuation of the Act.

(b) Waivers—(1) Specific contracts and classes of contracts. The head of an agency, with the concurrence of the Assistant Secretary, may exempt any contract or subcontract from any or all of the affirmative action clause when he deems that special circumstances in the national interest so require. The agency head, with the concurrence of the Assistant Secretary, may also exempt groups or categories of contracts or subcontracts of the same type where it is (i) in the national interest, (ii) found impracticable to act upon each request individually, and (iii) where group exemption will substantially contribute to convenience in administration of section 503 of the Act.

(2) National security. Any requirement set forth in these regulations in this part shall not apply to any contract or subcontract whenever the head of the contracting agency determines that such contract or subcontract is essential to the national security and that its award without complying with such requirements is necessary to the national security. Upon making such a determination, the head of the agency will notify the Assistant Secretary in writing within 30 days.

(c) Withdrawal of exemption. When any contract or subcontract is of a class exempted under this section other than

contracts exempted under paragraph(b) (2) of this section, the Assistant Secretary may withdraw the exemption for a specific contract or subcontract or group of contracts or subcontracts when in his judgment such action is necessary or appropriate to achieve the purposes of the Act. Such withdrawal shall not apply to contracts or subcontracts awarded prior to the withdrawal, except that in procurements entered into by formal advertising, or the various forms of restricted formal advertising, such withdrawal shall not apply unless the withdrawal is made more than 10 calendar days before the date set for the opening of the bids.

§ 741.26 Duties of contracting agencies.

(a) General responsibility. Each agency shall cooperate with the Assistant Secretary in the performance of his responsibilities under the Act.

(b) Designation of agency official. The head of each agency, or his designee, shall identify and submit to the Assistant Secretary the name, address and telephone number of the official within the agency who is primarily responsible for implementation of this program within the Agency.

(c) Certification requirement. The following certification shall be included in all invitations for bids and requests for proposals for contracts to be awarded after January 1, 1976.

HANDICAPPED

The offeror certifies with respect to the Employment of the Handicapped clause as follows:

1. He [] has, [] has not previously been awarded a contract which included the clause. (If affirmative, execute 2).

2. The time specified for contract performance [] exceeded 90 days, [] did not exceed 90 days. (If more than 90 days, execute 3).

3. The amount of the contract was [] less than \$500,000. [] more than \$500,000, and he [] has, [] has not published his program for the employment of the handicapped. (If more than \$500,000, execute 4).

4. He [] has, [] has not submitted the required annual report to the Assistant Secretary of Labor for Employment Standards

5. He [] has, [] has not made a good faith effort to effectuate and carry out his affirmative action program.

6. He will not award subcontracts to persons or concerns that have not published programs and submitted annual reports as required by the clause.

(d) Award of contracts. Effective January 1, 1976, each agency shall follow the procedures described in this paragraph (d) before awarding any nonexempt contracts.

 The certification required by this section shall be executed by all offerors prior to the award of a contract.

(2) Failure to execute the certificate shall be deemed a defect in form and not in substance, and the bidder or offeror shall be permitted to satisfy the requirements prior to award (see 41 CFR 1-2.405.)

(3) Awards shall not be made where the certifications indicate that required programs have not been published or annual reports have not been submitted to the Assistant Secretary of Labor for Employment Standards, or a good faith effort has not been made to effectuate and carry out affirmative action program.

(e) Criteria for good faith efforts. By October 1, 1975, the Assistant Secretary shall promulgate criteria for defining good faith "effort" to effectuate and carry out an affirmative action program.

§ 741.27 Noncompliance with the Affirmative Action Clause.

Noncompliance with the prime contractor's or subconstractor's obligations under the Affirmative Action Clause is a ground for the imposition by the agency, the Assistant Secretary, prime contractor, or subcontractor of appropriate sanctions. Any such failure shall be reported in writing to the Assistant Secretary by the agency as soon as practicable after it occurs.

§ 741.28 Evaluations by Assistant Sec-

The Assistant Secretary shall undertake such evaluations as may be necessary to assure that the purposes of Section 503, of the Rehabilitation Act of 1973 are being effectively carried out.

§ 741.29 Complaints.

(a) (1) Any handicapped employee of any contractor or handicapped applicant for employment with such contractor or subcontractor may, by himself or by an authorized representative, file in writing a complaint of alleged violation of the Employment of the Handicapped clause with the contractor or subcontractor. Where established, contractors and subcontractors shall utilize their internal review procedure, which may be governed by the terms of an applicable collective bargaining agreement generally meeting the requirements of this paragraph, to receive complaints from handicapped employees alleging the employer's failure to promote or advance them in employment or otherwise failing to comply with the Act. Procedures utilized under this paragraph shall provide for fair, expeditious and effective processing of complaints. Actions under these procedures shall be processed to completion within 60 days after the complaint is filed. At the completion of the review and appropriate action thereunder, the employer shall inform the complainant of his right to file a complaint with the Department of Labor if the decision is adverse to the employee. A statement describing the procedures under this subsection shall be disseminated to all employees in an effective manner.

(2) No employee may file an administrative complaint with the Employment Standards Administration of the Department of Labor until the internal review procedure, where available, has been accorded 60 days to resolve the matter.

(3) If a contractor does not have an internal review procedure, employees may file administrative complaints directly with the Department of Labor.

(b) Any handicapped employee of any contractor or handicapped applicant for

employment with such contractor may, by himself or by an authorized representative, file in writing a complaint of alleged violation of the affirmative action clause. Such complaint is to be filed not later than 130 days from the date of the alleged violation unless the time for filing is extended by the Assistant Secretary upon good cause shown.

(c) Complaints shall be filed with the nearest office of the Employment Standards Administration of the Department of Labor. The Department of Labor may refer complaints to the contracting agency or in the case of multiple contracting agencies, the contracting agency designated by the Assistant Secretary for processing, or they may be processed in accordance with § 741.31.

(d) Complaints will be required to be signed by the complainants or their authorized representatives and to contain the following information: (1) Name and address (including telephone number) of the complainant, (2) name and address of the contractor or subcontractor who committed the alleged violation,

(3) a description of the act or acts considered to be a violation, (4) a brief statement describing the complainant's job skills or training, if any, job experience or other qualifications for the position, (5) a copy of the complainant's certification, and (6) other pertinent information available which will assist in the investigation and resolution of the complaint, including the name of the Federal Agency with which the employer has contracted.

(e) Where a complaint contains incomplete information, the agency or the Assistant Secretary shall promptly seek the needed information from the complainant. In the event such information is not furnished to the agency or the Assistant Secretary within 80 days of the date of such request, the case may be closed.

(f) Upon final resolution of a complaint by the agency, the complainant shall be furnished with a copy of the decision. The complainant may file an appeal with the Secretary requesting assumption of jurisdiction under the provisions of § 741.31. The Secretary shall review the complaint and all relevant material related thereto, including the decision issued by the agency head. If he determines that assumption of jurisdiction under § 741.31 is necessary or appropriate to achieve the purposes of the Act, he shall notify the complainant and agency, and take whatever action he deems appropriate in accordance with the provisions set forth therein.

§ 741.30 Processing of matters by agencies.

(a) Investigations. The agency shall institute a prompt investigation of each complaint referred to it, and shall be responsible for developing a complete case record. A complete case record consists of the following: (1) Name and address of each person interviewed, (2) A summary of his statement, (3) Copies or summaries of pertinent documents, (4) A narrative summary of the evidence disclosed in the investigation as it relates

to each charge, and (5) Recommended resolution and/or actions.

(b) Resolution of matters. (1) If the investigation of a complaint by an agency pursuant to paragraph (a) of this section shows no violation of the affirmative action clause, the agency shall so inform the Assistant Secretary. The Assistant Secretary shall periodically review such findings of the agency, and he may request further investigation by the agency or may undertake such investigation as he may deem appropriate. (2) If any complaint investigation indicates a violation of the affirmative action clause, the matter should be resolved by whenever possible. informal means (3) Complaint-initiated hearings shall be conducted in accordance with established agency procedures, except that where the Assistant Secretary has assumed jurisdiction hearings shall be conducted in accordance with the procedures set forth under the Service Contract Act in 29 CFR Part 6. (4) For reasonable cause shown, the Assistant Secretary or his designee or an agency head may reconsider or cause to be reconsidered any matter on his own motion or pursuant to a request from the complainant or contractor.

(c) Reports to the Assistant Secretary. Within 60 days from receipt of a complaint by the agency, or within such additional time as may be allowed by the Assistant Secretary for good cause shown, the agency shall process the complaint and submit to the Assistant Secretary the case record and a summary report containing the following information: (1) Name and address of the complainant; (2) brief summary of findings including a statement as to the agency's conclusions regarding the contractor's compliance or noncompliance with the requirements of the affirmative action clause: (3) a statement of the disposition of the case, including any corrective action taken and any sanctions or penalties imposed or, whenever appropriate, the recommended corrective action and sanctions or penalties.

§ 741.31 Assumption of jurisdiction by the Assistant Secretary.

(a) The Assistant Secretary my inquire into the status of any matter pending before an agency, including complaints and matters arising out of reports, reviews, and other investigations. Where he considers it necessary or appropriate to achieve the purposes of the Act, he shall assume jurisdiction over com-plaints, advise the contracting agency, and proceed as provided herein. Whenever the Assistant Secretary assumes jurisdiction over any matter, he may conduct, or have conducted, such investigation, hold such hearings, make such findings, issue such recommendations and request the contracting agencies to take such action as may be appropriate. The agency shall take such action, as may be appropriate, and report the results thereof to the Assistant Secretary within the time specified.

(b) Hearings convened by the Assistant Secretary shall be conducted in accordance with the rules and regulations promulgated by the Secretary of Labor under the Service Contract Act at 29 CFR Part 6.

§ 741.32 Actions for non-performance.

(a) General. In every case where any complaint investigation indicates the existence of a violation of the affirmative action clause or these regulations, the matter should be resolved by informal means, including conciliation, and persuasion, whenever possible. This will also include, where appropriate, establishing a program for future performance. Where the apparent violation is not resolved by informal means the agency shall proceed in accordance with established agency procedures.

(b) Specific performance and/or breach. The agency or Assistant Secretary may, as an alternative or supplement to the administrative remedies set forth herein, seek appropriate judicial relief for breach of contract or specific performance of the affirmative action clause of the contract or both.

(c) Withholding progress payments. So much of the accrued payment due on the contract or any other contract between the government prime contractor and the Federal government may be withheld as is authorized under applicable procument law to correct any violations of the provisions of the affirmative action clause.

(d) Termination. A contract or subcontract may be cancelled, suspended or terminated, in whole or in part, for failure to comply with the provisions of the affirmative action clause.

(e) Debarment. A prime contractor or subcontractor or a prospective contractor or subcontractor may be debarred from receiving future contracts for failure to comply with the provisions of the affirmative action clause.

§ 741.33 Disputed matters related to the affirmative action program.

Disputes related to matters pertaining to the affirmative action program shall be handled pursuant to standard agency procedures for government contracts and subcontracts unless the Assistant Secretary has assumed jurisdiction under § 741.31, in which case the procedures set forth in that section shall apply.

§ 741.34 Notification of agencies.

The Assistant Secretary of Labor shall notify the heads of all agencies of any sanctions taken against any contrator after such sanctions have been imposed. No agency may issue a waiver under § 741.25(b) (1) to any contractor subject to sanctions without prior approval of the Assistant Secretary.

§ 741.35 Formal hearings.

(a) Hearing opportunity. An opportunity for a formal hearing shall be afforded to a prime contractor or a subcontractor or a prospective prime contractor or subcontractor by the agency or Assistant Secretary in any of the following circumstances:

(1) An apparent violation of the af-

firmative action clause by a contractor or subcontractor, as shown by any complaint investigation, is not resolved by informal means and a hearing is requested pursuant to § 741.30(b) (3); or

(2) The Assistant Secretary or an agency proposes to debar the prime contractor or subcontractor and a hearing is requested pursuant to \$ 741.30(b) (3).

is requested pursuant to § 741.30(b) (3).
(b) General procedure. The Assistant Secretary or the agency head, with the approval of the Assistant Secretary may convene formal hearings pursuant to Subpart B. Such hearings shall be conducted in accordance with procedures prescribed by the contract, unless the Assistant Secretary has assumed jurisdiction under § 741.31, in which case hearings shall be conducted as prescribed in 29 CFR Part 6.

(c) Decision following hearing. When the hearing is convened by the Assistant Secretary under the rules set forth in 29 CFR Part 6, the Administrative Law Judge shall make recommendations to the Assistant Secretary who shall make the final decision. Parties shall be furnished with copies of the Administrative Law Judge's recommendations and shall be given an opportunity to file their exceptions to the recommended decision.

(d) Debarment by an agency. No decision of an agency to depar a contractor or subcontractor shall be final without the prior approval of the Assistant Secretary.

§ 741.36 Contractor ineligibility list.

The Assistant Secretary shall distribute periodically a list to all executive departments and agencies giving the names of prime contractors and subcontractors who have been declared ineligible under the regulations in this part and the Act.

Subpart C-Ancillary Matters

§ 741.50 Reinstatement of ineligible contractors and subcontractors.

Any prime contractor or subcontractor debarred from further contracts or subcontracts under the Act may request reinstatement in a letter directed to the Assistant Secretary. In connection with the reinstatement proceedings, the prime contractor or subcontractor shall be required to show that it has established and will carry out employment policies and practices in compliance with the affirmative action clause.

§ 741.51 Intimidation and interference.

The sanctions and penalties contained in this regulation may be exercised by the agency or the Assistant Secretary against any prime contractor or subcontractor, who fails to take all necessary steps to ensure that no person intimidates, threatens, coerces, or discriminates against any individual for the purpose of interfering with the filling of a complaint, furnishing information, or assisting or participating in any manner in an investigation, performance evaluation, hearing, or any other activity related to the administration of the Act.

§ 741.52 Access to records of employment.

Each prime contractor and subcontractor shall permit access during normal business hours to his places of business, books, records and accounts pertinent to compliance with the Act, and all rules and regulations promulgated pursuant thereto by the agency or the Assistant Secretary for the purposes of evaluations and investigations of performance under the affirmative action clause of the contract or subcontract. Information obtained in this manner shall be used in tained in this manner shall be used only

in connection with the administration of the Act.

§ 741.53 Rulings and interpretations.

Rulings under or interpretations of the Act, the regulations of the Secretary of Labor, and the regulations contained in this Part 741 shall be made by the Secretary or his designee.

§ 741.54 Effective date.

The regulations contained in this part become effective on June 11, 1974. All solicitations issued after July 11, 1974, shall contain the contract clause required by this regulation, and all contracts executed after October 11, 1974, shall contain the contract clause, regardless of the period of solicitation. Subject to any prior approval of the Secretary, any agency may defer the effective date of the regulations in this part, for such period of time as the Secretary finds to be reasonably necessary.

Signed at Washington, D.C., this 5th day of June 1974.

BERNARD E. DELURY, Assistant Secretary for Employment Standards.

[FR Doc.74-13356 Filed 6-10-74;8:45 am]

THIS LEASE, dated <u>May 4</u>, 19<u>81</u>, by and between THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and NORTHWEST MARINE IRON WORKS, a corporation organized under the laws of the state of Oregon, hereinafter referred to as Lessee,

WITNESSETH:

ARTICLE I - PREMISES

<u>Section 1.01 - Description</u>: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of Bay 1 of surface preparation and paint building and approximately thirty-eight one-hundredths (0.38) acre described in Exhibit A, attached hereto and made a part hereof.

<u>Section 1.02 - Use of Premises</u>: Lessee may use the premises only for the following purposes: Surface preparation and painting.

Section 1.03 - Type and Installation of Equipment: Upon completion of construction, the Lessee agrees to install all internal surface preparation and painting equipment in said premise, of a type acceptable to the State of Oregon Department of Environmental Quality Standards.



ARTICLE II - TERM

<u>Section 2.01 - Term</u>: The term of this Lease shall commence on the date established in accordance with Exhibit B, and shall continue for a period of twenty (20) years.

Section 2.02 - Renewal Option: If the Lease is not then in default, Lessee shall have two (2) options to renew this Lease on the same terms and conditions except for the establishment of the land and building rental as herein provided. Options shall be for a period of three (3) years each and shall be exercised by notice in writing given to Port not less than ninety (90) nor more than one hundred eighty (180) days before the last day of the expiring term.

ARTICLE III - RENTAL

Section 3.01 - Land Rent: For the first five (5) year period, Lessee shall pay the Port annual rental equal to the sum of ten percent (10%) of One Hundred Thousand and No/100 Dollars (\$100,000.00) per acre of the land as shown on Exhibit A containing thirty-eight one-hundredths (0.38) acre. The initial land rent is Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) per year.

For each three (3) year period succeeding the first five (5) year period, the land rental shall be established pursuant to Section 3.02.

Section 3.02 - Establishment of Land Rent: During the fifth (5th) lease year and the third (3rd) lease year of any three (3) year

increment of this Lease or any extension thereof, the land rental shall be established for the ensuing three (3) lease years. Such adjustment shall be based on the fair market value of the land at the last day of the expiring initial five (5) year period or subsequent three (3) year periods.

In no event shall the valuation of land be less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per acre throughout the term of this Lease or any extension thereof. The land rental rate of ten percent (10%) annually of the established land value shall remain constant throughout the term of the Lease or any extension thereof.

Section 3.03 - Building Rent: For the first five (5) year period, Lessee shall pay the Port annual rental equal to the sum computed by multiplying the improvement costs as determined under Exhibit B by one hundred seventeen thousand four hundred sixty one-millionths (0.117460).

For each three (3) year period succeeding the first five (5) year period, the building rental shall be established pursuant to Section 3.04.

Section 3.04 - Establishment of Building Rent: During the fifth (5th) lease year and the third (3rd) lease year of any three (3) year increment of this Lease or any extension thereof, the building rental shall be established for the ensuing three (3) lease years. Such ad-

justment shall be based on the comparable market rental of the building at the last day of the expiring initial five (5) year period or subsequent three (3) year periods.

In no event shall the building rent be less than that established in accordance with the first (1st) paragraph of Section 3.03 of Article III throughout the term of this Lease or any extension thereof.

Section 3.05 - Rental Adjustments: For the purpose of establishing land and building rents under Sections 3.02 and 3.04, the parties shall agree on the fair market value of the land and the comparable market rental of the building. In determining such future building rent, the parties shall consider the fact that the Port initially provided only a building shell with dirt floor and stubbed-in utilities and that all other improvements were made by Lessee. In the event the parties cannot agree, the parties shall mutually select an independent appraiser, the cost of which shall be shared equally between the parties. If the parties accept the opinion of the appraiser, such opinion shall be the fair market value for the purpose of establishing land rent and/or the comparable market rental of the building.

Section 3.06 - Arbitration: In the event the parties cannot accept the appraiser's opinion on the land value or comparable market rental of the building, the land value and rental value of the building for the ensuing period shall be determined by three (3) arbitrators. After notice by either party to the other party requesting ar-

bitration, one (1) arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. The arbitrators shall immediately choose a third (3rd) arbitrator to act with them. If they fail to select a third (3rd) arbitrator, on application by either party, the third (3rd) arbitrator shall be promptly appointed by the presiding judge of the Circuit Court of the State of Oregon, County of Multnomah, acting in his individual capacity. Each party shall bear the expense of its own appointed arbitrator and shall bear all other expenses equally. The land value and comparable market rental of the building shall be the decision of not less than two (2) of the arbitrators. The land value and comparable market rental of the building determined by the arbitrators shall be effective and retroactive to the first (1st) day of the rental period under arbitration, which determination shall be binding upon the parties.

<u>Section 3.07 - Time and Place of Payments</u>: Lessee shall pay Port monthly, on or before the tenth (10th) day of each calendar month, one-twelfth (1/12) of the then prevailing annual rental.

Payment shall be to the Port at its offices in Portland, Oregon, or such other place as the Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of ten percent (10%) per annum.

such lien matures or becomes due, provided that the Lessee may in good faith contest any mechanics' or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes and assessments which during the term hereof or any extension may become a lien or which may be levied by the state, county, city, or any other tax levying body upon the premises or upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities hereby leased or the improvements thereon by reason of its occupancy thereof as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon making such payments, Lessee shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

ARTICLE V - INDEMNITY AND INSURANCE

Section 5.01 - Indemnity: Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused

by the fault or negligence of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

Section 5.02 - Insurance:

- A. Lessee shall keep the premises herein leased together with any and all improvements placed thereon, that would revert to the Port per Article VII, continuously insured with an insurance underwriter(s) satisfactory to the Port and authorized to do business in Oregon against loss or damage by fire and lightning, with the standard extended coverage endorsement in an amount equal to ninety percent (90%) of the current replacement value of the property.
- B. Lessee shall maintain comprehensive, general and automobile liability insurance for the protection of Lessee, directors, officers, servants and employees, insuring Lessee against liability for damages because of personal injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related in the premises leased or occasioned by reason of the operations of the lessee with insurance of not less than One Million and No/100 (\$1,000,000.00) combined single limit. Such insurance shall have the port, its commissioners, officers, and employees as additional insureds with the stipulation that this insurance, as to the insurance, as

of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Lessee during the term of the Lease or any renewal thereof.

C. Lessee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been procured pursuant to this Lease. All policies of insurance will provide for not less than thirty (30) days written notice to the Port and the Lessee before such policies may be revised, nonrenewed or cancelled.

Section 5.03 - Waiver of Subrogation: The Port and Lessee agree that each forfeits any right of action that it may later acquire against the other of the parties to the Lease for loss or damage to its property, or to property in which it may have an interest, where such loss is caused by fire, or any of the extended coverage hazards, and arises out of or is connected with the leasing of the premises.

Section 5.04 - Damage or Destruction of Premises:

A. If the leased premises or any improvements thereon, that would revert to the Port per Article VII, are damaged or destroyed by fire or other casualty, Lessee (1) shall promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition preceding the fire or other casualty, and in accordance with the applicable building codes as existed at the time of loss causing such damage or destruction, and (2) shall apply for such purpose so

much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional money of Lessee necessary therefor.

- B. If such damage or destruction shall occur during the last three (3) years of the original term of this Lease or during the last year of any extended term thereof, and further if the damage or destruction which occurs during said three (3) year period or last year is such that the cost of repair, rebuilding or restoration of the leased property damaged or destroyed exceeds fifty percent (50%) of the fair market value of the Port-built improvements upon the leased premises immediately prior to such damage or destruction, Lessee shall have the option and shall, within sixty (60) days from the damage or destruction, notify Port in writing whether or not Lessee elects to repair, rebuild, restore in accordance with Paragraph A above or to terminate this Lease. Upon giving such notice to terminate, this Lease shall terminate on the date specified in the notice and Port shall be entitled to the net proceeds of insurance.
- C. If the leased premises or any improvements thereon, that would revert to the Port under Article VII, are damaged or destroyed by fire or other casualty, and Lessee is engaged in the prompt repair, rebuilding or restoration of the property under Paragraph A above, then the building rent shall be abated in the same proportion as the damage makes the building uninhabitable for so long as it is unusable.

ARTICLE VI - DEFAULT

Section 6.01 - Events of Default:

- A. <u>Default in Rent</u>: Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.
- B. <u>Default in Other Covenants</u>: Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- C. <u>Insolvency</u>: Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

D. <u>Abandonment</u>: Failure of the Lessee for fifteen (15) days or more to occupy the property for one (1) or more of the purposes permitted under this Lease unless such failure is excused under other provisions of this Lease.

Section 6.02 - Remedies on Default: In the event of a default, the Port at its option may terminate the Lease by notice in writing by certified mail to Lessee. If the property is abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

- A. <u>Damages</u>: In the event of termination on default, Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages.
 - Any excess of (a) the value of all the Lessee's obligations under this Lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable rental value of the property for the same period figured as of the date of default.
 - The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit

the premises upon termination and to leave them in the required condition, attorney fees, court costs, broker commissions and advertising cost.

- 3. The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured.
- 4. In no event shall Lessee's duty to pay rent upon the property or improvements thereon continue for a period longer than twenty-four (24) months from the date of termination.
- B. Reentry After Termination: If the Lease is terminated for any reason, Lessee's liability for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:
 - 1. Lessee shall vacate the property immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the property in the condition required at the end of the term, and deliver all keys to the Port.

- 2. Port may reenter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- C. <u>Reletting</u>: Following reentry or abandonment, Port may relet the premises and in that connection may:
 - Make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Port shall not be required to relet for any use or purpose (other than that specified in the Lease) which Port may reasonably consider injurious to the premises, or to any tenant which Port may reasonably consider objectionable.
 - 2. Relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

ARTICLE VII - TERMINATION

Upon termination of the Lease for any reason, Lessee shall deliver all keys to the Port and surrender the leased premises in good condition. Alterations constructed by the Lessee with permission from

the Port with the exception of the flooring slab shall be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repair for which the Lessee is responsible shall be completed to the latest practical date prior to such surrender. The Lessee's obligations under this paragraph shall be subordinate to the provisions of Article V, Section 5.04, related to destruction.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port, which consent shall not be unreasonably withheld.

Lessee shall not assign all or any part of its rights and interests under this Lease to any successor to its business through merger, consolidation, or voluntary sale or transfer of substantially all of its assets, without prior written approval of the Port, which consent shall not be unreasonably withheld.

Section 8.02 - Condemnation: If the leased premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If the portion taken does not feasibly permit the continuation of the operation of the facility by the Lessee, the Lessee shall have the right to cancel. Such cancellation shall be effective as of the date of taking. Port shall be entitled to that portion of the award as represented by the land and the improvements.

<u>Section 8.03 - Nonwaiver</u>: Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 8.04 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

<u>Section 8.05 - Statutory Provisions</u>: This Lease is subject to the provisions of Oregon Revised Statutes 279.312 through 279.320, inclusive, which by this reference are incorporated herein as fully as though set forth verbatim.

<u>Section 8.06 - Time of Essence</u>: It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

<u>Section 8.07 - Headings</u>: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

<u>Section 8.08 - Consent of Port</u>: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 8.09 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, 1620 W. 16th Street, Long Beach, California 90813. Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

<u>Section 8.10 - Modification</u>: Modification of the Lease as to term, area or any reason may result in renegotiation of the rental.

Section 8.11 - Fixtures:

- A. All permanent improvements placed upon the leased premises prior to or during the term, except the floor slab, shall remain the property of the Lessee. Provided, however, that improvements made by special permit shall be subject to the conditions of such permit.
- Β. The Lessee shall remove any or all permanent improvements placed upon the premises by Lessee, except the floor slab, and shall repair any physical damage resulting from the removal except as modified by specific permit. If the Lessee fails to remove such permanent improvements, the Port may do so and charge the cost to the Lessee with interest at ten percent (10%) per annum from the date of expendi-The Lessee shall remove all furnishings, furniture and trade fixtures which remain the property of the Lessee. If the Lessee fails to do so, this shall be an abandonment of the property, and the Port may retain the property and all rights of the Lessee with respect to it shall cease or, by notice in writing given to Lessee within twenty (20) days after removal was required, the Port may elect to hold the Lessee to his obligation of removal. If the Port elects to require the Lessee to remove, the Port may effect a removal and place the property in public storage for the Lessee's account. The Lessee shall be liable to the Port for the cost of removal, transportation to storage, and storage, with interest at ten percent (10%) per annum on all such expenses from the date of expenditure by the Port.

- C. The time for removal of any permanent improvements, trade fixtures or equipment which the Lessee is required to remove from the leased premises upon termination shall be as follows:
 - On or before the date the Lease terminates because of expiration of the original or a renewal term or because of default.
 - 2. Within thirty (30) days after Lease expiration.

<u>Section 8.12 - Pledge of Leasehold Interest:</u> Lessee may from time to time pledge its leasehold interest subject to approval of

Port, and the Lessee shall provide notice forthwith of such intended pledging. The term of any such pledge and loan shall not run beyond the current lease term.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

NORTHWEST MARINE IRON WORKS	THE PORT OF PORTLAND
By Miss Messelent By	By President By Assistant Secretary
APPROVED AS TO FORM Counsel for Lessee	APPROVED AS TO FORM Counsel for
	The Port of Portland APPROVED BY COMMISSION ON 9-10-80

03/18/81 72C006:0233L

EXHIBIT B -

- A. The Port having retained Rust Engineering to consult on plans, specifications and site layout with the mutual consent of the parties involved, having solicited competitive bids for construction, and having awarded a contract for construction to the responsive low bidder shall proceed with construction with the mutual consent of the parties involved, costs of which shall be borne by the Port.
- B. Upon the Port and Lessee agreeing that substantial completion of construction of the improvement has occurred in accordance with the plans and specifications, Lessee agrees to accept the building and take possession. The date of possession shall be the date on which the terms of this Lease begin with the exception of rent which shall begin ninety (90) days after possession or the date on which Lessee's equipment installation is complete, whichever occurs first.
- C. On completion of construction the Port shall compute its improvement costs which shall be the basis for the rental computation in Section 3.03 of this Lease. Such improvement costs shall include:
 - Rust engineering and Port costs of development plans, specifications and site layout.

- 2. Port costs of bid solicitation.
- 3. Costs of construction and site improvements, including change orders.
- 4. Port engineering, administration and inspection costs directly attributable to the above.

123 N.W. FLANDERS STREET

PORTLAND, OREGON 97209

(503) 226-4211

September 28, 1981

N.W. Marine Iron Works North Channel Avenue Building #73 Portland, OR 97217

Gentlemen:

On September 24, 1981, we made initial delivery of gas to your facilities at North Channel Avenue, Building #73, Portland, Oregon, 97217, pursuant to the Service Agreement under which Northwest Natural Gas Company has contracted to deliver gas to you in accordance with its Rate Schedule 3.

This is to notify you that the terms of payment and delivery under the Agreement become effective on this date and gas will hereafter be delivered to these facilities in accordance with the pressures and volumes indicated in the Agreement.

In the event that you have any questions regarding the service being provided thereunder or if any problems arise concerning the delivery of gas, please do not hesitate to call us at your convenience.

Yours very truly,

E. C. Phillips

Manager

Gas Supply Department

ECP/h1s



Port of Portland

Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

September 11, 1981

Mr. Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

RE: Building 73 (Sandblast Building)

Dear Jim:

Enclosed is a breakdown of the cost of construction for the Sandblast Building. Also enclosed is the calculation of the monthly charges for land and building rent.

As we agreed, the date of possession is set at June 15, 1981 and the effective date of rental charges is September 16, 1981. The rental charges for September will be pro-rated to one-half the normal monthly amount.

We still need to resolve the question of air usage and agree upon a monthly charge. I am waiting for your response of usage as approved by DEQ. Then I will propose a charge to you.

Gary W. Bevans Business Manager

Portland Ship Repair Yard

GB:nc

SANDBLAST BUILDING IMPROVEMENT COSTS RENTAL PAYMENT AMOUNTS PER LOAN AGREEMENT

\$ 564,000 IMPROVEMENT COSTS

NORTHWEST MARINE IRON WORKS

	•	•	Total Building Cost (Annual Factor)
	\$	33,123.72 ÷ 12	Building Annual
1)	\$	2,760.31	 Monthly
	\$	3,800.00 ÷ 12	Land Annual
2)	\$	316.67	Monthly
3)	\$	3,076.98	Total Monthly
4)	\$	36,923.72	Total Annual

Gary Bevans

PORTLAND SHIP REPAIR YARD - SANDBLASTING AND PAINTING BUILDING - .PROJECT 29260 - Cost Breakdown

The cost breakdown for this project is as follows:

Design (Plans and Specifications)	\$ 56,744
Permit Acquisition	2,829
Bidding Process	1,491
Construction Contract	454,279
Construction Inspection and Engineering	34,613
Project Management	14,044
TOTAL	\$564,000

Bob Balaski



NORTHWEST MARINE IRON WORKS

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

ADDRESS; P. O. BOX 3109 PORTLAND, OREGON 97208 2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503

PORTLAND, DREGON

July 20, 1981

Port of Portland P.O. Box 3529 Portland, OR 97208

Attention: Mr. Gary Bevins, Business Manager

Portland Ship Repair Yard

Subject: Building 73, Sandblast Building Lease Agreement

Gentlemen:

Your letter of 15 July 1981 proposes using May 15 plus 90 days as the date rent shall commence on the subject facility.

Due to the Port of Portland labor problem, we are unable to complete our equipment installations and testing.

I suggest we wait for the strike to end and then mutually agree to a date for commencement of rental charges.

Very truly yours

Vice Fresident and General Manager

WJB/sw



Port of Portland

Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

July 15, 1981

Mr. Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

BUILDING 73, SANDBLAST BUILDING LEASE AGREEMENT

Mr. Butler,

Enclosed is a completed copy of the lease agreement for your records.

Exhibit B discusses the establishment of a date of possession from which (after ninety days) rental charges commence. CAB was installing the internal equipment on May 15, 1981. I propose we use this as the date of possession.

Please document your agreement by a letter to my attention.

Gary W. Bevans, Business Manager

Portland Ship Repair Yard

LEASE

THIS LEASE, dated ________, 1981, by and between THE PORT OF PORTLAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and NORTHWEST MARINE IRON WORKS, a corporation organized under the laws of the state of Oregon, hereinafter referred to as Lessee,

WITNESSETH:

ARTICLE I - PREMISES

<u>Section 1.01 - Description</u>: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of Bay 1 of surface preparation and paint building and approximately thirty-eight one-hundredths (0.38) acre described in Exhibit A, attached hereto and made a part hereof.

<u>Section 1.02 - Use of Premises</u>: Lessee may use the premises only for the following purposes: Surface preparation and painting.

Section 1.03 - Type and Installation of Equipment: Upon completion of construction, the Lessee agrees to install all internal surface preparation and painting equipment in said premise, of a type acceptable to the State of Oregon Department of Environmental Quality Standards.



ARTICLE II - TERM

<u>Section 2.01 - Term</u>: The term of this Lease shall commence on the date established in accordance with Exhibit B, and shall continue for a period of twenty (20) years.

Section 2.02 - Renewal Option: If the Lease is not then in default, Lessee shall have two (2) options to renew this Lease on the same terms and conditions except for the establishment of the land and building rental as herein provided. Options shall be for a period of three (3) years each and shall be exercised by notice in writing given to Port not less than ninety (90) nor more than one hundred eighty (180) days before the last day of the expiring term.

ARTICLE III - RENTAL

Section 3.01 - Land Rent: For the first five (5) year period, Lessee shall pay the Port annual rental equal to the sum of ten percent (10%) of One Hundred Thousand and No/100 Dollars (\$100,000.00) per acre of the land as shown on Exhibit A containing thirty-eight one-hundredths (0.38) acre. The initial land rent is Three Thousand Eight Hundred and No/100 Dollars (\$3,800.00) per year.

For each three (3) year period succeeding the first five (5) year period, the land rental shall be established pursuant to Section 3.02.

Section 3.02 - Establishment of Land Rent: During the fifth (5th) lease year and the third (3rd) lease year of any three (3) year

increment of this Lease or any extension thereof, the land rental shall be established for the ensuing three (3) lease years. Such adjustment shall be based on the fair market value of the land at the last day of the expiring initial five (5) year period or subsequent three (3) year periods.

In no event shall the valuation of land be less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per acre throughout the term of this Lease or any extension thereof. The land rental rate of ten percent (10%) annually of the established land value shall remain constant throughout the term of the Lease or any extension thereof.

Section 3.03 - Building Rent: For the first five (5) year period, Lessee shall pay the Port annual rental equal to the sum computed by multiplying the improvement costs as determined under Exhibit B by one hundred seventeen thousand four hundred sixty one-millionths (0.117460).

For each three (3) year period succeeding the first five (5) year period, the building rental shall be established pursuant to Section 3.04.

Section 3.04 - Establishment of Building Rent: During the fifth (5th) lease year and the third (3rd) lease year of any three (3) year increment of this Lease or any extension thereof, the building rental shall be established for the ensuing three (3) lease years. Such ad-

justment shall be based on the comparable market rental of the building at the last day of the expiring initial five (5) year period or subsequent three (3) year periods.

In no event shall the building rent be less than that established in accordance with the first (lst) paragraph of Section 3.03 of Article III throughout the term of this Lease or any extension thereof.

Section 3.05 - Rental Adjustments: For the purpose of establishing land and building rents under Sections 3.02 and 3.04, the parties shall agree on the fair market value of the land and the comparable market rental of the building. In determining such future building rent, the parties shall consider the fact that the Port initially provided only a building shell with dirt floor and stubbed-in utilities and that all other improvements were made by Lessee. In the event the parties cannot agree, the parties shall mutually select an independent appraiser, the cost of which shall be shared equally between the parties. If the parties accept the opinion of the appraiser, such opinion shall be the fair market value for the purpose of establishing land rent and/or the comparable market rental of the building.

Section 3.06 - Arbitration: In the event the parties cannot accept the appraiser's opinion on the land value or comparable market rental of the building, the land value and rental value of the building for the ensuing period shall be determined by three (3) arbitrators. After notice by either party to the other party requesting ar-

bitration, one (1) arbitrator shall be appointed by each party. Notice of the appointment shall be given by each party to the other when made. The arbitrators shall immediately choose a third (3rd) arbitrator to act with them. If they fail to select a third (3rd) arbitrator, on application by either party, the third (3rd) arbitrator shall be promptly appointed by the presiding judge of the Circuit Court of the State of Oregon, County of Multnomah, acting in his individual capacity. Each party shall bear the expense of its own appointed arbitrator and shall bear all other expenses equally. The land value and comparable market rental of the building shall be the decision of not less than two (2) of the arbitrators. The land value and comparable market rental of the building determined by the arbitrators shall be effective and retroactive to the first (1st) day of the rental period under arbitration, which determination shall be binding upon the parties.

<u>Section 3.07 - Time and Place of Payments</u>: Lessee shall pay Port monthly, on or before the tenth (10th) day of each calendar month, one-twelfth (1/12) of the then prevailing annual rental.

Payment shall be to the Port at its offices in Portland, Oregon, or such other place as the Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of ten percent (10%) per annum.

ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon, in good and substantial repair and condition, including the exterior condition thereof, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

<u>Section 4.02 - Utilities</u>: Lessee shall promptly pay any charges for sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or consent.

Section 4.03 - Liens: Lessee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for the Lessee in, upon or about the premises herein leased, which may be secured by any mechanics', materialsmen's or other lien against the premises herein leased or Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any

such lien matures or becomes due, provided that the Lessee may in good faith contest any mechanics' or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes and assessments which during the term hereof or any extension may become a lien or which may be levied by the state, county, city, or any other tax levying body upon the premises or upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities hereby leased or the improvements thereon by reason of its occupancy thereof as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon making such payments, Lessee shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

ARTICLE V - INDEMNITY AND INSURANCE

Section 5.01 - Indemnity: Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused

by the fault or negligence of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

Section 5.02 - Insurance:

- A. Lessee shall keep the premises herein leased together with any and all improvements placed thereon, that would revert to the Port per Article VII, continuously insured with an insurance underwriter(s) satisfactory to the Port and authorized to do business in Oregon against loss or damage by fire and lightning, with the standard extended coverage endorsement in an amount equal to ninety percent (90%) of the current replacement value of the property.
- B. Lessee shall maintain comprehensive, general and automobile liability insurance for the protection of Lessee, directors, officers, servants and employees, insuring Lessee against liability for damages because of personal injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the premises leased or occasioned by reason of the operations of the Lessee with insurance of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest

of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Lessee during the term of the Lease or any renewal thereof.

C. Lessee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been procured pursuant to this Lease. All policies of insurance will provide for not less than thirty (30) days written notice to the Port and the Lessee before such policies may be revised, nonrenewed or cancelled.

Section 5.03 - Waiver of Subrogation: The Port and Lessee agree that each forfeits any right of action that it may later acquire against the other of the parties to the Lease for loss or damage to its property, or to property in which it may have an interest, where such loss is caused by fire, or any of the extended coverage hazards, and arises out of or is connected with the leasing of the premises.

Section 5.04 - Damage or Destruction of Premises:

A. If the leased premises or any improvements thereon, that would revert to the Port per Article VII, are damaged or destroyed by fire or other casualty, Lessee (1) shall promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition preceding the fire or other casualty, and in accordance with the applicable building codes as existed at the time of loss causing such damage or destruction, and (2) shall apply for such purpose so

much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional money of Lessee necessary therefor.

- B. If such damage or destruction shall occur during the last three (3) years of the original term of this Lease or during the last year of any extended term thereof, and further if the damage or destruction which occurs during said three (3) year period or last year is such that the cost of repair, rebuilding or restoration of the leased property damaged or destroyed exceeds fifty percent (50%) of the fair market value of the Port-built improvements upon the leased premises immediately prior to such damage or destruction, Lessee shall have the option and shall, within sixty (60) days from the damage or destruction, notify Port in writing whether or not Lessee elects to repair, rebuild, restore in accordance with Paragraph A above or to terminate this Lease. Upon giving such notice to terminate, this Lease shall terminate on the date specified in the notice and Port shall be entitled to the net proceeds of insurance.
- C. If the leased premises or any improvements thereon, that would revert to the Port under Article VII, are damaged or destroyed by fire or other casualty, and Lessee is engaged in the prompt repair, rebuilding or restoration of the property under Paragraph A above, then the building rent shall be abated in the same proportion as the damage makes the building uninhabitable for so long as it is unusable.

ARTICLE VI - DEFAULT

Section 6.01 - Events of Default:

- A. <u>Default in Rent</u>: Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.
- B. <u>Default in Other Covenants</u>: Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- C. <u>Insolvency</u>: Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

D. <u>Abandonment</u>: Failure of the Lessee for fifteen (15) days or more to occupy the property for one (1) or more of the purposes permitted under this Lease unless such failure is excused under other provisions of this Lease.

<u>Section 6.02 - Remedies on Default</u>: In the event of a default, the Port at its option may terminate the Lease by notice in writing by certified mail to Lessee. If the property is abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

- A. <u>Damages</u>: In the event of termination on default, Port shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages.
 - 1. Any excess of (a) the value of all the Lessee's obligations under this Lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable rental value of the property for the same period figured as of the date of default.
 - The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit

the premises upon termination and to leave them in the required condition, attorney fees, court costs, broker commissions and advertising cost.

- 3. The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured.
- 4. In no event shall Lessee's duty to pay rent upon the property or improvements thereon continue for a period longer than twenty-four (24) months from the date of termination.
- B. Reentry After Termination: If the Lease is terminated for any reason, Lessee's liability for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:
 - Lessee shall vacate the property immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the property in the condition required at the end of the term, and deliver all keys to the Port.

- 2. Port may reenter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- C. <u>Reletting</u>: Following reentry or abandonment, Port may relet the premises and in that connection may:
 - Make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Port shall not be required to relet for any use or purpose (other than that specified in the Lease) which Port may reasonably consider injurious to the premises, or to any tenant which Port may reasonably consider objectionable.
 - 2. Relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

ARTICLE VII - TERMINATION

Upon termination of the Lease for any reason, Lessee shall deliver all keys to the Port and surrender the leased premises in good condition. Alterations constructed by the Lessee with permission from

the Port with the exception of the flooring slab shall be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repair for which the Lessee is responsible shall be completed to the latest practical date prior to such surrender. The Lessee's obligations under this paragraph shall be subordinate to the provisions of Article V, Section 5.04, related to destruction.

ARTICLE VIII - GENERAL PROVISIONS

Section 8.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port, which consent shall not be unreasonably withheld.

Lessee shall not assign all or any part of its rights and interests under this Lease to any successor to its business through merger, consolidation, or voluntary sale or transfer of substantially all of its assets, without prior written approval of the Port, which consent shall not be unreasonably withheld.

Section 8.02 - Condemnation: If the leased premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If the portion taken does not feasibly permit the continuation of the operation of the facility by the Lessee, the Lessee shall have the right to cancel. Such cancellation shall be effective as of the date of taking. Port shall be entitled to that portion of the award as represented by the land and the improvements.

<u>Section 8.03 - Nonwaiver</u>: Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Section 8.04 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

<u>Section 8.05 - Statutory Provisions</u>: This Lease is subject to the provisions of Oregon Revised Statutes 279.312 through 279.320, inclusive, which by this reference are incorporated herein as fully as though set forth verbatim.

<u>Section 8.06 - Time of Essence</u>: It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

<u>Section 8.07 - Headings</u>: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

<u>Section 8.08 - Consent of Port</u>: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 8.09 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, 1620 W. 16th Street, Long Beach, California 90813. Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

<u>Section 8.10 - Modification</u>: Modification of the Lease as to term, area or any reason may result in renegotiation of the rental.

Section 8.11 - Fixtures:

- A. All permanent improvements placed upon the leased premises prior to or during the term, except the floor slab, shall remain the property of the Lessee. Provided, however, that improvements made by special permit shall be subject to the conditions of such permit.
- В. The Lessee shall remove any or all permanent improvements placed upon the premises by Lessee, except the floor slab, and shall repair any physical damage resulting from the removal except as modified by specific permit. If the Lessee fails to remove such permanent improvements, the Port may do so and charge the cost to the Lessee with interest at ten percent (10%) per annum from the date of expendi-The Lessee shall remove all furnishings, furniture and trade fixtures which remain the property of the Lessee. If the Lessee fails to do so, this shall be an abandonment of the property, and the Port may retain the property and all rights of the Lessee with respect to it shall cease or, by notice in writing given to Lessee within twenty (20) days after removal was required, the Port may elect to hold the Lessee to his obligation of removal. If the Port elects to require the Lessee to remove, the Port may effect a removal and place the property in public storage for the Lessee's account. The Lessee shall be liable to the Port for the cost of removal, transportation to storage, and storage, with interest at ten percent (10%) per annum on all such expenses from the date of expenditure by the Port.

C. The time for removal of any permanent improvements, trade fixtures or equipment which the Lessee is required to remove from the leased premises upon termination shall be as follows:

- On or before the date the Lease terminates because of expiration of the original or a renewal term or because of default.
- 2. Within thirty (30) days after Lease expiration.

<u>Section 8.12 - Pledge of Leasehold Interest</u>: Lessee may from time to time pledge its leasehold interest subject to approval of

Port, and the Lessee shall provide notice forthwith of such intended pledging. The term of any such pledge and loan shall not run beyond the current lease term.

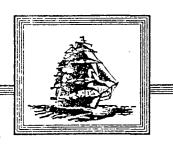
IN WITNESS WHEREOF, the parties hereto have subscribed their names.

NORTHWEST MARINE IRON WORKS	THE PORT OF PORTLAND
By Mice Menlers By	By President By Assistant Secretary
APPROVED AS TO FORM	APPROVED AS TO FORM
Counsel for Lessee	Counsel for The Port of Portland
	APPROVED BY COMMISSION ON
	9-10-80
03/18/81 72C006:0233L	

EXHIBIT B

- A. The Port having retained Rust Engineering to consult on plans, specifications and site layout with the mutual consent of the parties involved, having solicited competitive bids for construction, and having awarded a contract for construction to the responsive low bidder shall proceed with construction with the mutual consent of the parties involved, costs of which shall be borne by the Port.
- B. Upon the Port and Lessee agreeing that substantial completion of construction of the improvement has occurred in accordance with the plans and specifications, Lessee agrees to accept the building and take possession. The date of possession shall be the date on which the terms of this Lease begin with the exception of rent which shall begin ninety (90) days after possession or the date on which Lessee's equipment installation is complete, whichever occurs first.
- C. On completion of construction the Port shall compute its improvement costs which shall be the basis for the rental computation in Section 3.03 of this Lease. Such improvement costs shall include:
 - Rust engineering and Port costs of development plans, specifications and site layout.

- 2. Port costs of bid solicitation.
- Costs of construction and site improvements, including change orders.
- 4. Port engineering, administration and inspection costs directly attributable to the above.



PORTLAND, OREGON 97208

Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N. W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, DREGON

July 20, 1981

Port of Portland P.O. Box 3529 Portland, OR 97208

Attention: Mr. Gary Bevins, Business Manager

Portland Ship Repair Yard

Subject:

Building 73, Sandblast Building Lease Agreement

Gentlemen:

Your letter of 15 July 1981 proposes using May 15 plus 90 days as the date rent shall commence on the subject facility.

Due to the Port of Portland labor problem, we are unable to complete our equipment installations and testing.

I suggest we wait for the strike to end and then mutually agree to a date for commencement of rental charges.

Very truly yours

Vice President and General Manager

WJB/sw



Port of Portland

Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

July 15, 1981

Mr. Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

BUILDING 73, SANDBLAST BUILDING LEASE AGREEMENT

Mr. Butler,

Enclosed is a completed copy of the lease agreement for your records.

Exhibit B discusses the establishment of a date of possession from which (after ninety days) rental charges commence. CAB was installing the internal equipment on May 15, 1981. I propose we use this as the date of possession.

Please document your agreement by a letter to my attention.

Gary W. Bevans, Business Manager

Portland Ship Repair Yard

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LEASE AGREEMENT

This lease made this 29 day of MAY, 1969, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as the Lessor, and NORTHWEST MARINE IRON WORKS, a corporation of the State of Oregon, hereinafter referred to as the Lessoe.

WITNESSETH:

WHEREAS, the object, purpose and occupation of Lessor is to promote the maritime, shipping and commercial interests of The Port of Portland, and

WHEREAS, Lessee desires to lease the hereinafter described premises in order to enable Lessee to maintain and operate a facility for handling, storing, repairing of products pertinent to marine repair, construction and/or industrial application, which is in the best interest of the manifeline, surpring and commercial interests of the lessee.

NOW, THEREFORE, it is mutually agreed as follows:

1. PREMISES:

Lessor, in consideration of rents hereinafter reserved and of the agreements of Lesses herein to be kept, performed and fulfilled, leases to Lessee the following premises on Swan Island, City of Mortland, Oregon in the Ship Repair Yard as shown on the Plat No. YA68-9, dated March 25, 1969, hereto attached and marked Exhibit "A" and by this reference made a part hereof.

Building No. 43:

a. First floor (storage and tool room),

5,254 sq. ft.

b. Second fldor (office space)

1,606 sq. ft.

Total Building Area of

6,860 sq. ft.

c. Outside space - an area around the building extending 5 feet

Lessee is not granted the use of any other land adjacent to or around the building other than for ordinary ingress and egress.

2. IMPROVEMENTS TO BE MADE BY LESSEE:

Lessee agrees to make improvements to the leased premises as hereunder specified and have same completed within 6 months following the date of this agreement.

- a. Area 1 Lessee agrees to refurbish said building in accordance with the Lessor's drawing No. YA69-1-1/2, dated January 10, 1969, and applicable specifications marked Exhibit "E", attached hereto and by this reference made a part hereof. Such drawing and specifications citing, namely the "closing-off" of certain windows, installing of new framing stude, firring off, the application of 28 gauge metal rib siding, certain flashing, the installation of all new exterior windows and doors and the recoating of the roof, all of which will be at no cost to the Lessor but subject to the Lessor's inspection.
- b. Area 2 After completion of Area 1, the Lessor agrees that it will resurface with asphalt an area of not less than 5 feet around Building 43 for the purpose of eliminating water standing.

3. PAYMENT CERTIFICATION:

At the completion time of Area 1, the Lessee shall furnish Lessor sworn certification which will hold the Lessor free and clear from property lions or suits resulting from any action on the part of the Lessee.

4. TERM:

The term of this loase shall be for a period of ten (10) years, com-

mencing on JUNE , 1969 and terminating on MAY 31,

5. OPTION TO RENEW:

- a. Lessee shall have and Lessor hereby grants the option to renew this lease for two (2) successive 5-year periods following the intial 10-year term of this lease. If Lessee shall elect to renew this lease at the expiration of its term, it shall give written notice to the Lessor of such intention not less than eight (8) months and not earlier than six (6) months prior to each expiration date. For the purposes of determining future rental, the word "premises" shall mean land and building.
- b. In each of the 5-year renewal periods, Lessee shall pay a rental computed by first determining the then fair market value of the premises herein leased and then applying to such fair market value a rental rate of seven (7%) per cent per annum of the value so determined. The total dellar rental amount due per annum during the first 5-year renewal period shall not exceed fifteen (15%) per cent more than the rent payable per annum during the initial ten (10) year period. The total dollar rental amount due per annum during the second 5-year renewal period shall not exceed ten (10%) per cent more than the rent payable per annum during the first 5-year renewal period. Said annual rental rate, when so determined, shall be payable in equal monthly installments in advance. This expressly understood that said rental rate shall be the net amount payable to Lessor and that Lessee shall pay all taxes, assessments and utilities, etc. in accordance with the provisions of Articles 7 and 9 of this lease. The determination of the annual rental rate for each of said 5-year periods shall be made not less than six (6) months before the expiration of each 5-year period of this lease.

- fair market value in accordance with Paragraph (2) hereinabove, Lessor and Lessonshall give each in writing to the other, the name of a disinterested person familiar with real estate values in the City of Portland, to act as arbitrators. The two men so chosen shall select a third and these three arbitrators shall then immediately proceed to determine the fair market value of said premises and report said fair market value in writing to the parties hereto not later than four (4) menths before the expiration of the first 5-year period. Such report and determination, whether unanimous or by majority, shall be final and binding upon the parties hereto as to the market value of said premises.
- d. In the event that for any reason, whether through failure to appoint arbitrators or failure of the arbitrators to act, no report of such fair market value is made within the time or times respectively as provided herein, either party may apply for judicial relief under the applicable arbitration statutes of the State of Oregen, to the end that the fair market value as contemplated herein shall be determined. No determination of fair market value shall be invalid by reason of having been delayed or not baving been made within the time or times respectively as herein provided. If any such determination of fair market value is delayed, the same when made shall be effective and binding upon the parties as to the rentals to be paid by the Lessee to the Lessor as of the beginning of the period to which such new rental base applies. The cost including attorney's fees of any such legal proceeding, shall be borne and paid by the party hereto whose neglect or default has made such proceeding necessary.
- e. All other terms and conditions of this lease shall apply to the extended term of this lease.

6. RENT:

Lessee shall pay Lessor rent of \$205.80 per month payable in advance. Payments shall be made to the Lessor at its offices in Portland, Oregon, or at such other place in the State of Oregon as it may designate in writing.

7. TAXES:

Lessee shall pay all lawful taxes and assessments, which during the term hereto or any extension, may become a lien upon or which may be levied by the state; county, city, or any other tax-levying body upon the premises hereby leased, or upon Lessee's leasehold thereof, or any other taxable interest or possessory right which Lessee may have in or to the premises or facilities hereby leased, of the improvements thereon by reason of Lessee's use or occupancy thereof, as well as all taxes on taxable property, real or personal, owned by Lessee in and about said premises. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by Lessee, forthwith or as soon as a statement thereof has been issued by the tax collector, if termination occurs during the interval between attachment of the lien and issuance of statement.

8. USE OF LEASED PREMISES:

Lessee agrees that it will use and occupy the premises only for the purpose of office space, warehouse and work area for handling, storing, repairing of products, pertinent to marine repair, construction and/or industrial application.

9. UTILITY SERVICE:

a. The Lessor will provide the Lessee a metered electrical service

for which the Lessee will pay to the Lessor at the rate established by Lessor's tariff which may be in effect at the time.

- b. Additionally, the Lessor will provide the Lessee an air and water distribution system which is included in the rental rate.
- c. The Lessor will maintain the existing air, water and electrical distribution system up to the building connection but makes no representation or guarantees to the Lessee for availability beyond the control of the Lesser.
- d. Any extension of such service shall be at the responsibility of the Lessee. Any such contemplated services shall be submitted by the Lessee to the Lessor in the form of drawing layouts accompanied by specifications of materials and installation. Upon receipt of written approval from the Lessor, the Lessee may then proceed with the installation as approved.

10. LANS, CODES, AND UNTENANTABILITY:

It is agreed that the Lessee, by entering into this agreement accepts the premises as specified in the Lessor's drawing YA69-1-1/2 consisting of two (2) sheets thereof, dated January 10, 1969. The Lessor makes no warranties in respect to the construction of the building conforming with the requirements applicable by laws and/or codes other than that as specified and stipulated on the Lessor's drawing No. YA69-1-1/2 consisting of two (2) sheets.

In the event the Lessee's use and occupancy of the premises shall be legally prevented after initial acceptance by action of a public authority, or it shall be required by such authority that further alterations be made to the premises to donform with laws and codes, the Lessee shall forthwith, at Lessee's own cost and expenses, and upon receiving written consent from the Lessor therefor, make such changes as shall be necessary to fulfill the requirements, except that it shall be optional with the Lessee to elect to

not make such required changes and to give written notice to the Lessor to that effect, and, upon receipt of such notice, the Lessor may elect to itself make such required changes. If the Lessor does not agree within fifteen (15) days to effect such changes to conform with said requirements, the Lessoe may forthwith terminate this lease upon payment of rental to the date of such termination and fulfillment of all other obligations of Lessee provided herein.

11. MAINTENANCE OF BUILDING AND EQUIPMENT:

Lessee covenants and agrees to maintain at Lessee's own cost and expense the interior of the shop building and all improvements including but not limited to mono-rail crane, plumbing fixtures, water lines, electric lines and fixtures, flooring, partitions, walls and ceilings, etc., in constant good, presentable and substantial condition and repair.

Lessee further covenants and agrees to maintain, at lessee's own cost and expense the exterior walls and roof areas of the building and improvements including but not limited to roof drains and downspouts, window seshes and areas of entry and exit from the street, in constant good, presentable and substantial condition.

Said maintenance responsibility shall be for the term hereof and any extensions as provided for herein.

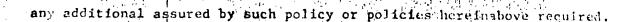
12. PERSONAL PROPERTY: .

All personal property of any kind or description what soever in the premises shall be at the Lessee's sole risk, and the Lesser shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Lessee arising from

or from electric wires, or from gas, or odors caused in any manner whatsoever, other than by neglect of Lessor, its agents or employees.

13. INDEMNITY:

Lessee agrees fully to indemnify and save harmless the said Lassor from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damage or injuries to third persons or their property, caused by the fault or seel and of Lessee, its agents, or employees, in the use or occupancy of the said premises by Lessee; provided however, that Lessee shall not be liable for eny injury or damage or loss occasioned by the negligence of the Lessor; its agents or employees; and provided further that the Lesson shall give to Lessee prompt and reasonable notice of any such claims or actions and Lessee shall have the right to investigate, compromise, and defend same. Lessee agrees to carry and keep in force; public liability insurance covering personal injury and property damage, to protect the Lesson herein from such claims and actions aforesaid. Without limiting its liability as aforesaid, Lessee agrees to maintain with insurance underwriters satisfactory to the Lesson, a standard form of policy or policies of liability insurance in a sum of not less than \$200,000 for any one person, and \$500,000 for any one accident, and for property damage in a sum not less than \$250,000. Said policy or policies shall expressly acknowledge and affirm Lessee's obligation to hold the Lessor harmless as hereinabove stated. A certificate of such insurance covering all said policy or policies, shall be issued currently to the Lessor. The Lessor shall not be shown; listed, or named as co-assured or



14. DESTRUCTION OR DAMAGE OF PREMISES:

If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Lessor after such partial destruction or damage.

In the event of partial damage which does not render the precises untenantable, it shall be optional with the Lessor whether to repair same. If the Lessor elects not to repair such damage within thirty (30) days after the occurrence, the Lessee shall have the right to terminate this lease at the end of the 60th day, or to make repairs, at Lessee's own cost and expense, in a manner approved by Lessor and continue its tenancy in accordance with the terms and conditions of the lease.

15. WAIVER OF SUBROGATION RIGHTS:

Neither the Lessor nor the Lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance if any. All such claims for any and all loss, however caused, hereby are vaived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or

employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the Lesson nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

16. PAYMENTS BY THE LESSOR RECOVERABLE FROM LESSEE:

The Lessor, shall, at its option, have the right at all times during the term herein, to pay any taxes, assessments, water rates, or other charges on the premises and reversionary interest therein remaining unpaid after the same have become due and payable, and to pay, cancel, and clear off all tax sales, liens, charges, and claims on or against the premises or reversionary interest therein, and to redeem the premises from the same, or any of them, from time to time, and the amount paid, including reasonable expenses, shall be so much additional rent due from Lessoe at next rent day after such payment with interest thereon at the rate of eight (8%) per cent per annum from the date of payment thereof by the Lessor, until the repayment thereof to the Lessor by Lessee.

If the Lesson, at its option, shall advance or pay and such taxes, assessments, water rates, or other charges, or pay, cancel, and clear off any tax sales, liens, or charges and claims on and against premises or the reversionary interest therein, it shall not be obligatory on the Lessor to inquire into the validity of any such taxes, assessments, water rates, or other charges, or any such tax sale, provided that Lessor shall give Lessee

ten (10) day's prior notice of Lessor's intertation pay is de taxes, asserting water rates, or other charges, or any such tax sale. It is further provide that if Lessee shall be actively prosecuting its administrative or legal remedies in protest of any tax, assessment, water rates or other charges, the Lessor shall not have the right to pay or advance sums referrable thereto until such remedies shall have been exhausted.

17. REPAIRS AND IMPROVEMENTS:

It is agreed that Lessor shall not be required to make any repairs, alterations, additions, or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Lessee has examined the Lessor's drawing YA69-1-1/2 and specifications thereof, dated March 25, 1969, and accepts them as specified, and without any representations on the part of the Lessor or its agents as to the present or future condition of said premises. Lessee agrees that there will be no alterations, additions, or improvements to or upon said premises without the written approval of the Lessor first being obtained and all additions and improvements made by the Lessee (except only movable office furniture and trade fixtures) shall become the property of the Lessor upon the termination of the lease.

18. INSPECTION:

The Lessor reserves the right at any reasonable time during the continuance of this lease to enter upon the said premises, either in person or through its designated agents or employees, for the purpose of inspecting said premises and ascertaining the condition of the same or for any other purpose whatsoever.

19. LIENS:

Lessee will not permit any lien of any kind, type, or description to

be placed or imposed upon the building, or any part thereof, or the real estate on which it stands, provided that this clause shall not be deemed to be breached if Lessee actively disputes the validity of any asserted lien, and proceeds with its administrative or legal remedies with respect thereto, and, if the same be finally held valid, promptly effects the removal thereof.

20. ADVERTISING SIGNS:

Lessee shall have the right to install or cause to be installed appropriate signs on the premises to advertise the nature of its business. The cost of such installations and operations shall be borne by the Lessee.

Lessee shall not erect, install, operate, or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained the Lessor's written consent thereto as to size, construction, locations and general appearance.

21. WAIVER:

Any waiver by the Lessor of any breach of any covenant herein contained to be kept and performed by the Lessoe shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the Lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

22. NOTICES

All notices required under this lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Lessor at The Port of Portland, P. O. Box 3529, Portland, Oregon 97208, and to the Lessee at Northwest Marine Iron Werks,

Building 43, Swan Island, Portland, Oregon 97217. Date of service of such notices shall be the date such notice is deposited in a post office of the United States Post Office Department at Portland, Oregon, postage prepaid.

23. HOLDING OVER:

In the event that the Lessee shall remain on the premises after the expiration or sooner termination of the term of this lease, such holding over shall not constitute a renewal or extension of this lease. The Lessor may, at its option, elect to treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Lessee provided by law in that situation, or the Lessor may elect, at its option, to construe such holding over as a tenancy from month to month, subject to the payment of all rent in advance, the monthly rate being proportional to the previous annual rent paid by Lessee, and subject to the payment of taxes, assessments and charges as specified in Articles 5 and 7 hereof, it being particularly noted, that under present tax laws, holding over for even one day will require payment of a full year's property taxes.

24. ATTORNEY'S FEES:

In the event any action or suit or proceeding is brought to collect the rent due or to become due hereunder or any portion thereof, or to take possession of said premises or to enforce compliance with this agreement, or caused by failure of Lessee to observe any of the covenants of this agreement, Lessee agrees to pay Lessor such sum as the court may adjudge reasonable as attorney's fees to be allowed in said suit, action or proceeding, providing that Lessor prevails therein.

25. ASSIGNMENT:

Lessec agrees it will not assign or sublease this lease without prior written approval of the Lessor.

26. CONDEMNATION:

If the whole or any part of the premises hereby leased shall be condemaed or taken by any county, federal, state or other authority for any purpose, then the term of this lease shall cease on the day of possession by the condemning agency and the rent therefore shall be paid up to that day.

27. SURRENDER OF PREMISES ON TERMINATION OF LEASE:

On the last day of the term hereof, or upon any sooner termination hereof, or upon the termination of any holding over, lessee will quit and deliver up said premises and all equipment, fixture erections or additions to or upon the same, broom-clean, to the lessor, peaceably, quietly, and in as good order and condition reasonable use and wear thereof, damage by fire and the elements alone excepted, as the same are now in or hereafter may be put in by the Lessor or the Lessee

28. STATUTORY PROVISIONS:

This lease is subject to the provisions of O.R.S. 279.312 through 279.320 inclusive, which, by this reference are incorporated herein as fully as though set forth verbatim.

29. SCOPÈ OF WORDS USED:

Each of the expressions, phrases, terms, conditions, provisions, stipulations, admissions, promises, agreements, requirements and obligations of this lease shall extend to and bind or inure to the benefit of the parties hereto, and each of the heirs, executors, administrators, successurs

and assigns of the parties hereto, and wherever in this lease a reference to either of the parties hereto is made, such reference shall be deemed to include wherever applicable, a reference to the heirs, legal representatives, successors and assigns of such party, the same as if in every case expressed.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the day and year first above written.

NORTHWEST MARINE, IRON WORKS

THE PORT OF FORTLAND

Bytthus E. San Vere president

President

By.

By Constant Secretary

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LEASE AMENDMENT NO. 1

WHEREAS, by a Lease between THE PORT OF PORTLAND, hereinafter referred to as Lessor, and NORTHWEST MARINE IRON WORKS, hereinafter referred to as Lessee, dated May 29, 1969, the Lessor leased the Lessee office, shop and storage space in the Swan Island Ship Repair Yard Building 43; and

WHEREAS, one (1) of the covenants of said Lease specifies that the Lessee shall have two (2) five (5) year renewal options on above said Lease; and

WHEREAS, Lessee now desires to exercise the first (1st) of said options with certain changes;

NOW, THEREFORE, the above said Lease is amended by mutual consent as follows:

ARTICLE 4 - TERM

Article 4 relating to term is deleted in its entirety and in its place is substituted:

4. TERM:

- a. The term of this Lease shall be for a period of five (5) years, commencing on June 1, 1979, and ending on May 31, 1984.
- b. During the term of this Lease, the Lessee may cancel this Lease upon ninety (90) days written notice to the Lessor.

or before the tenth (10th) day of each month to the Lessor at its offices in Portland, Oregon. All rents remaining unpaid for a period of forty-five (45) calendar days after the first (1st) day of the month due will be charged a delinquency charge of five-sixths (5/6) of one percent (1%) per month (ten percent [10%] per year).

b. Should Lessee exercise its right to extend this Lease, the rental for such extended terms shall be determined in the manner provided in Article 5.

Except as above modified, the lease is ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have signed their names this

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NORTHWEST MARINE IRON WORKS

THE PORT OF PORTLAND

By Wy Deetlan

o p Excountre birect

Coursel for

The Port of Portland

APPROVED AS TO FORM

01/24/80 L4A:L/EN

ARTICLE 5 - OPTION TO RENEW

Article 5 relating to option to renew the lease is deleted in its entirety and in its place is substituted:

5. OPTION TO RENEW:

- a. Lessee shall have the option to renew this lease for one (1) five (5) year period. If Lessee elects to renew this lease at the expiration of its term, Lessee shall give written notice to Lessor of such intention between October 1, 1983, and December 31, 1983.
- b. For the remaining five (5) year option period, i.e., 1984 to 1989, the Lessee shall pay a rental rate computed on a per square foot per month rate of Twenty Cents (\$.20) for shop and storage areas and Twenty-Nine Cents (\$.29) for office areas.

ARTICLE 6 - RENT

Article 6 relating to rent is deleted in its entirety and in its place is substituted:

6. RENT:

a. The Lessee shall pay the Lessor rent of Eight Hundred Fifty and 96/100 Dollars (\$850.96) per month in advance. Said rent is computed on a per square foot per month rate of Eleven Cents (\$.11) for shop and storage areas and Seventeen Cents (\$.17) for office area. Payments shall be made on

Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

M

February 19, 1980

Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

Dear Jim;

Enclosed is the completed lease amendment for Building 43.

Gary Bevans, Business Manager Portland Ship Repair Yard

Steey Wheeters

Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

January 2, 1980

Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

Dear Jim;

Previous discussions between Chuck McKeown and yourself have established an agreed upon rental rate for the 1st. five year renewal option for Building 43.

Enclosed is a lease amendment which updates the existing lease agreement for the rate charges. Please sign all three copies and return them to me. I will send you a copy once the proper Port signatures have been applied.

Sincerely,

Gary Bevans, Business Manager Portland Ship Repair Yard

GB:1v

Encl.

Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

November 19, 1979

Mr. W.J. Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

BUILDING 43 LEASE

Since May 31, 1979, your lease for building 43 has been on a monthto-month basis per the holdover clause in Section 23. After some discussion, the Port's original terms of \$.20 per square foot per month for office space and \$.15 per square foot per month for shop and storage were refused.

The Port now proposes that a new month-to-month lease be written with rental rates similar to the building 10 lease amendment recently negotiated. The rates would be as follows:

Office Space

\$.17 per sq. ft. per month

Shop/Storage

\$.11 per sq. ft. per month

Please let me know if this meets with your approval.

Sincerely,

Charles H. McKeown, Manager Portland Ship Repair Yard

CHM:1v

Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

1400 C. 2 M. 12 V.

June 20, 1979

Mr. W. J. Butler Northwest Marine Iron Works P. O. Box 3109 Portland, OR 97208

Dear Jim:

It has come to my attention that your lease on SRY Building 43 terminated on May 31, 1979. As you have remained on the premises, we will treat the tenancy as month-to-month, per Section 23 of our lease agreement dated May 29, 1969. I suggest that we formalize the tenancy as of August 1, 1979, with a written month-to-month agreement at the following rates:

Office Space

\$.20 per sq. ft. per month

Shop/Storage

\$.15 per sq. ft. per month

If your intentions for this building have changed or you have any questions, please give me a call. Otherwise, I will draw up the papers for your signature.

Sincerely,

David N. Neset

Director, Marine Services

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THE PORT OF PORTLAND MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this <u>First</u> day of <u>December</u> , 1970 by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and <u>Northwest Marine Iron Works</u>
(hereinafter called the "Tenant").
WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)
Building No. 43, Swan Island Ship Repair Yard, Portland, Oregon
6,860 sq. ft. @ \$205.80 Monthly
to have and to hold above described premises to Tenant on a month-to-month basis, beginning December 1, 1970.
I. <u>RENT</u> : Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:
Building rent \$205.80 Outside space Miscellaneous
Total \$205.80
dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.
II. USE OF PREMISES: Tenant agrees that said premises shall be used for offices, storage, etc. and for no other purpose.
III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.
IV. <u>UTILITIES</u> : The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs; alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by

The Port of Portland Month-to-Month Lease Agreement Page 2

the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

- VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. <u>PORT'S RIGHT OF ENTRY</u>: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. <u>LIABILITY ON LEASED PREMISES</u>: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.
- XI. <u>DESTRUCTION OR DAMAGE OF PREMISES</u>: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
- XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

The Port of Portland
Month-to-Month Lease Agreement
Page 3

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at Northwest Marine Iron Works, 2516 N. W. 29th Avenue, Portland, Oregon 97210

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND

NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board
of Commissioners of The Port of Portland is a member of the copartnership, firm or
corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease
agreement.

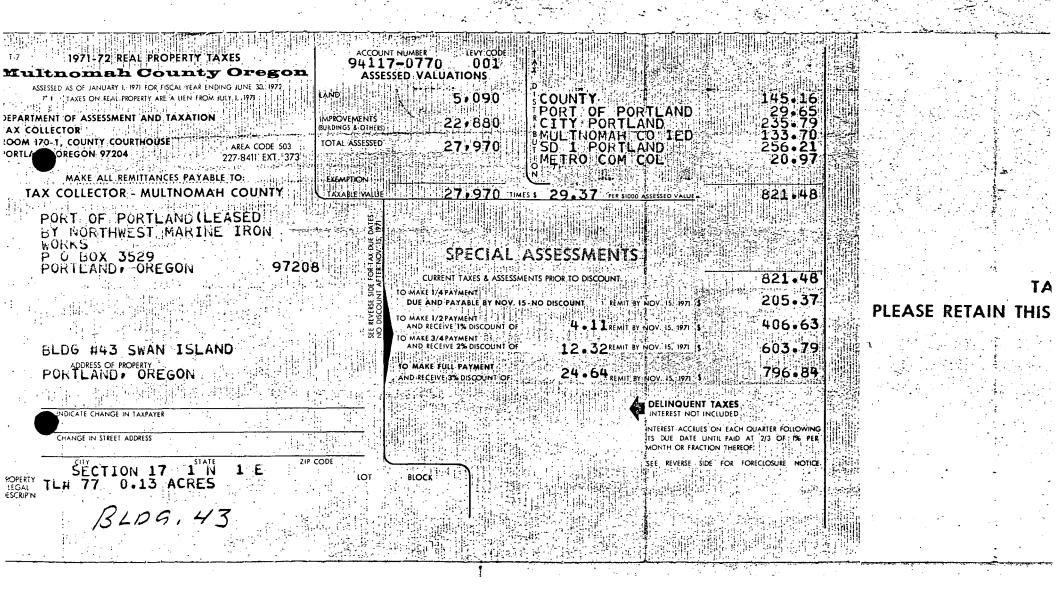
The Port of Portland

Month-to-Month Lease Age ement

Page 4

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hercof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL COMPTITIONS.	
IN WITNESS WHEREOF, the respective in duplicate on this, the day and year firs	re parties have executed this instrument at hereinabove written.
THE By	PORT OF PORTLAND
Mr. A. E. Farr Vice-President Northwest Marine Iron Works	Marine Department
	George M. Baldwin General Manager





October 20, 1971

Port of Portland

Box 3529 Portland, Oregon 97208

503/233-8331

TWX: 910-464-6151 FAX: FDH

Northwest Marine Iron Works 2516 N. W. 29th Avenue Portland, Oregon 97210

AD VALOREM TAX

We are enclosing a carbon copy of the 1971-72 ad valorem tax due on The Port of Portland property you occupy. The Port's properties are all tax exempt except when rented to taxable tenants whereupon they become subject to tax on the same basis as privately owned properties. In accordance with the terms and conditions of your lease agreement, you are to pay this tax:

TAX A/C NO. GROSS	DISCOUNT IF PAID BY NOV. 15, 1971 NET	1970-71504
94117-0761 \$9412.21 94117-0810 175.6 4 94117-0770 821.48 \$10,409.33	\$ 282.37 \$9129.8 5.27 170.3 24.64 796.8 \$ 312.28 \$10,097.0	164.97 34 731.31

Please make your check payable to:

TAX COLLECTOR-MULTNOMAH COUNTY

but send it to:

THE PORT OF PORTLAND

P. 0. Box 3529

Portland, Oregon 97208

Attention: A. S. Anderson, Property Accountant

to arrive not later than November 12, 1971. We will relay it to the County Tax Collector after we note the remittance on our records.

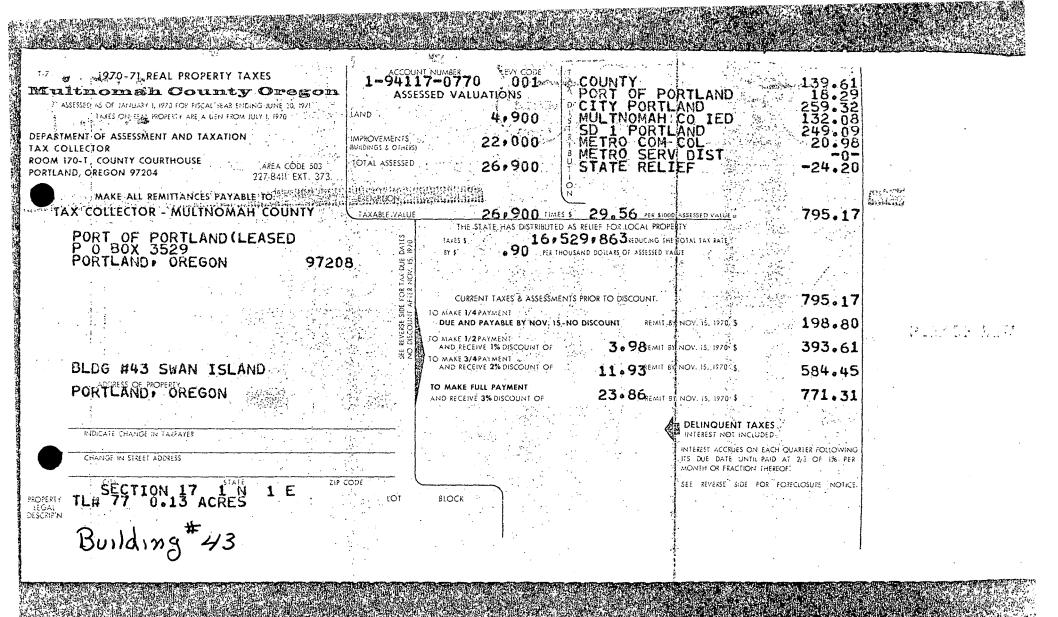
E. R. m. Fail

E. R. McFarlin Manager, Accounting

Enclosure

offices also in Tokyo, .

New York, Chicago, Washington, D.C.



PORT OF PORTLAND

PORT OF PORTLAND

LEASE AGREEMENT
BAY 8, BLDG. #4

Mobile Office Space BAY 2, BLDG. 4



November 1, 1985

Northwest Marine Iron Works 5555 N. Channel Ave., Bldg. 2 Portland, OR 97217

PORTLAND SHIP REPAIR YARD (PSRY)
MONTH-TO-MONTH LEASE OF IMPROVED SPACES

Enclosed please find a fully executed copy of the subject document.

If you have any questions regarding this item, please call me at (503) 231-5331.

Nanci Crepeau

Business Supervisor

/cmr

Enclosure

MONTH-TO-MONTH

LEASE OF IMPROVED SPACES

THIS LEASE, dated Actor 1985, by and between
THE PORT OF PORTLAND, a municipal corporation of the State of
Oregon, hereinafter referred to as "Port," and NORTHWEST MARINE IRON
WORKS, a corporation organized under the laws of the State of
Oregon, hereinafter referred to as "Lessee."

ARTICLE I - PREMISES

Section 1.01. - Description: Port leases to Lessee, on the terms and conditions stated below, the Premises consisting of approximately Twenty-Two Thousand Four Hundred (22,400) square feet which is on the date of this Lease improved and commonly known as Building 4, Bay 3 (hereinafter referred to as "Premises").

<u>Section 1.02 - Use of Premises</u>: Lessee may use the Premises only for the following purpose: Shops related to ship repair.

ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on October 10, 1985, and shall continue indefinately, unless terminated by either party upon thirty (30) days written notice or by Lessee's default.

ARTICLE III - RENTAL

<u>Section 3.01 - Basic Rent</u>: Lessee shall pay to Port as rent the sum of Four Thousand Four Hundred Eighty Dollars (\$4,480.00) per month. Rent shall be payable on the tenth (10th) day of each month in advance, except that rent for the first and last months has been paid upon the execution of this Lease and Port acknowledges receipt of this sum.

Section 3.02 - Place of Payments: Payment shall be to Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, or such other place as Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) per annum. The interest rate of eighteen percent (18%) on overdue accounts is subject to periodic adjustment to reflect the Port's then current interest rate charged on overdue accounts.

ARTICLE IV - GENERAL CONDITIONS

Section 4.01 - Delivery: Should Port be unable to deliver possession of the Premises on the date fixed for the commencement of the term, Lessee shall owe no rent until notice from Port tendering possession to Lessee. If possession is not so tendered within sixty (60) days following commencement of the term, then Lessee may elect to cancel this Lease by notice to Port within ten (10) days following expiration of the sixty (60) day period. Port shall have

MONTH-TO-MONTH LEASE - Page 2

no liability to Lessee for delay in delivering possession, nor shall such delay extend the term of this Lease in any manner.

In the event Port shall permit Lessee to occupy the Premises prior to the commencement date herein set forth, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date hereinabove provided.

Section 4.02 - Assignment: The Lessee will not assign this

Lease or any interest hereunder, and will not permit any assignment

hereof by operation of law, and will not subrent or sublet said

Premises or any portion thereof, and will not permit the use or

occupancy of said Premises by other than the Lessee and his agents

and employees of the Lessee, without first obtaining the written

consent of the Port.

Section 4.03 - Alterations: The Lessee will make no installations, alterations, modification, or additions to said Premises without first obtaining the written consent of the Port and all additions, improvements, and fixtures, except the moveable office furniture and trade fixtures of the Lessee, made or added either by the Lessee of Port shall be and remain the property of the Port; provided, however, the Port may require that the Lessee remove upon termination of this Lease any additions made or fixtures added by the Lessee at the Lessee's expense.

MONTH-TO-MONTH LEASE - Page 3.

Section 4.04 - Uses: The Lessee will not use or permit in said Premises anything that will increase the rate of fire insurance thereon or prevent the Port taking advantage of any ruling of the Insurance Service Office of Oregon or its successors, which would allow the Port to obtain reduced rates for long-term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said Premises; or permit anything to be done upon said Premises in any way tending to create a nuisance or to disturb any other tenants of the building, or to injure the reputation of the building; or to use or permit the use of said Premises for lodging or sleeping purposes or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulation, or requirements of any municipality, state, or other governmental authority respecting the use of said Premises.

Section 4.05 - Liability: The Port shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Port, or for any damage to person or property resulting from any condition of the Premises or other cause, including but not limited to damage by water, not resulting from negligence of the Port.

The Lessee shall indemnify and save harmless the Port against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants, or employees in or about the demised Premises or the building, and will further indemnify and save the Port harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this Lease or arising from any act of negligence of the Lessee, or any of its agents, contractors, servants, or employees occurring during the term of this Lease in or about the demised Premises or the building, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Port by reason of any such claim, the Port may, at its option, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Port.

Section 4.06 - Vacation: Upon vacation or abandonment of the Premises by the Lessee prior to the expiration of the Lease term without written consent of the Port endorsed hereon, the Port may forthwith enter upon the Premises or any portion thereof and relet and otherwise exercise control over the same and that for the

purpose of such reletting the said Port is authorized at the cost of the Lessee to make any repairs, changes, alterations, or additions in or to said demised Premises which may be necessary in the opinion for the Port for the purpose of such reletting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Port, at Port's election, shall cancel the Lease and in the event cancellation shall be effected and Port and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Port to Lessee at Lessee's last known address.

<u>Section 4.07 - Admittance</u>: The Port shall not be liable for the consequences of admitting by pass-key or refusing to admit to said Premises the Lessee or any of the Lessee's agents or employees or other persons claiming the right of admittance.

<u>Section 4.08 - Electrical</u>: The Lessee shall not, without Port's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said Premises other than that normal to office use.

<u>Section 4.09 - Inspection</u>: The Port and the Port's agents, janitors, workmen and engineers may retain and use a pass-key to the Premises described herein to enable them to examine said Premises

from time to time with reference to any emergency or to the general maintenance of said Premises, or for the purposes of exhibiting the same.

Section 4.10 - Premises Care: The Lessee shall at all times take good care of the demised Premises and shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed, or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.11 - Surrender: At the expiration or sooner termination of this Lease, the Lessee will surrender and deliver up said Premises to the Port or those having the Port's estate therein, in the same condition as the Lessee now receives said Premises, ordinary wear and tear and damage by fire and the elements alone excepted.

<u>Section 4.12 - Action/Suit</u>: If any suit or appeal thereof is instituted by either party for the enforcement of any covenant contained in this Lease, the prevailing party shall recover, in

addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.

Section 4.13 - Default: If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this Lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter 11 of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Port in connection with the Lessee's occupancy of the Premises, then, and in any of said events, the Port may at the Port's option at once, without notice to the Lessee or any other person, terminate this Lease; and upon the termination of said Lease at the option of the Port, as aforesaid, or at the expiration of this Lease, and upon the termination of said Lease by its terms, the Lessee will at once surrender possession of said Premises to the Port and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Port may forthwith enter into and on said Premises and repossess them as of the Port's former estate and expel the Lessee, or those claiming under the Lessee, and remove the

effects of any of them, forcibly if necessary, and lock said

Premises, without being deemed guilty in any manner of trespass and
without prejudice to any remedies which might otherwise be used for
arrears of rent or preceding breach of covenants; and that in such
event the Lessee expressly waives the service of any notice of
intention so to terminate this Lease or to retake the Premises, and
waives service of any demand for payment of rent or for possession
and of any and every other notice or demand prescribed by any law of
the State of Oregon.

Section 4.14 - Remedies on Default: In the event of termination on default, the Port shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term the value of the Lessee's obligations to pay rent under this Lease, plus the reasonable cost of re-entry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised Premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions, and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this Lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or, with the exercise of reasonable diligence, could have been secured.

Section 4.15 - Liens: The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised Premises nor against the Lessee's leasehold interest in said Premises by reason of work, labor, services, or materials thereof through or under the Lessee, and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of the Port, express or implied, by inference or otherwise to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the demised Premises or any part thereof, nor as giving the Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised Premises. If any such mechanic's lien shall at any time be filed against demised Premises, the Lessee shall cause the same to be discharged of record within twenty (20) days after the date of filing the same.

Section 4.16 - Holding Over: If the Lessee shall hold over after the expiration of the term of this Lease, and shall not have agreed in writing with the Port upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all terms, covenants, and agreements hereof, except that the tenancy shall be one from month to month.

Section 4.17 - Utilities: Lessee shall promptly pay any charges for sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises (see Attachment 'A').

Section 4.18 - Regulations: The Port, for the proper maintenance of said building; the rendering of good service, and the providing of safety, order, and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants and conditions of this Lease.

Section 4.19 - Waiver: Any waivers shall be in writing. The covenants of this Lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.

<u>Section 4.20 - Modification</u>: This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by all the parties hereto, and Port shall not be bound by any oral or written statement of any servant, agent, or employee modifying this Lease.

<u>Section 4.21 - Parties</u>: The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives,

successors and, so far as the terms of this Lease permit, assigns of the parties hereto, and the words "Port" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

Section 4.22 - Subordination: This Lease shall be subject and subordinate to such liens and encumbrances as are now on or as Port may hereafter impose on the land and building, and the Lessee shall upon request of Port, execute and deliver agreements of subordination consistent herewith.

Section 4.23 - Taxes: Lessee agrees to pay all lawful taxes and assessments which during the term hereof or any extension may become a lien or which may be levied by the State, County, City, or any other tax levying body upon the Premises or upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the Premises or facilities hereby leased or the improvements thereon by reason of its occupancy thereof as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said Premises. Upon making such payments, Lessee shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by

Lessee forthwith or as soon as a statement thereof has been issued by tax collector.

Section 4.24 - Insurance: Lessee shall maintain comprehensive, general and automobile liability insurance for the protection of Lessee, directors, officers, servants, and employees, insuring Lessee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the Premises leased or occasioned by reason of the operations of the Lessee with insurance of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Lessee.

Lessee shall furnish to the Port an acceptable certificate evidencing the date, amount, and type of insurance that has been procured pursuant to this Lease. All policies of insurance will provide for not less than thirty (30) days written notice to the Port and the Lessee before such policies may be revised, nonrenewed or cancelled.

Section 4.25 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Lessee at Northwest Marine Iron Works, 5555 N. Channel Avenue, Portland, Oregon 97217.

"This Lease is subject to the terms of an addendum attached hereto."

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

NORTHWEST MARINE IRON WORKS	THE PORT OF PORTLAND
By William H. Zavin, II, President By	EXECUTIVE DIRECTOR By
APPROVED AS TO FORM:	APPROVED AS TO LEGAL SUFFICIENCY
	MB Playfour
Counsel for Lessee	Counsel for The Poot of Portland

ATTACHMENT A

MONTH-TO-MONTH AGREEMENT FOR UTILITY SERVICES IN PSRY BUILDING 4

This disclosure statement is attached to and a part of the lease dated <u>ACLOBER 29,1985</u> between the PORT OF PORTLAND and NORTHWEST MARINE IRON WORKS for the lease of improved space known as Building 4, Bay 3. For the purposes of this lease, the following utilities are provided at the stated rates subject to change on thirty days notice:

I. ELECTRICITY

The charge will be based on a monthly meter reading and the current tariff rate (\$0.08 per KWH on 5/85) per KWH. Each bay of Building 4 may be separately metered.

II. GAS & OXYGEN

The charge will be based on a monthly meter reading and the current tariff rate (\$5.00 per 100 cf of gas consumed--assumes four parts oxygen to one part natural gas). Each bay of Building 4 may be metered separately.

III. WATER & SEWER

Each bay is assessed at the rate of \$137.50 per month.

IV. COMPRESSED AIR

The minimum service charge per bay is \$17.50 per workday with a 22 workday per month minimum and includes light duty service (air impact tools). Heavy use of air (blasting and coating) requires prior arrangement with PSRY Operations and is charged at \$70.00 per day.

Acknowledged:

Signature

Date



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

November 1, 1985

Northwest Marine Iron Works 5555 N. Channel Ave., Bldg. 2 Portland, OR 97217

PORTLAND SHIP REPAIR YARD (PSRY)
MONTH-TO-MONTH LEASE OF IMPROVED SPACES
BUILDING 4, BAY 4

Enclosed please find a fully executed copy of the subject document.

If you have any questions regarding this item, please call me at (503) 231-5331.

Nanci Crepeau

Business Supervisor

/cmr

Enclosure

MONTH-TO-MONTH

LEASE OF IMPROVED SPACES

THIS LEASE, dated <u>October</u> <u>29</u>, 1985, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "Port," and NORTHWEST MARINE IRON WORKS, a corporation organized under the laws of the State of Oregon, hereinafter referred to as "Lessee."

ARTICLE I - PREMISES

Section 1.01. - Description: Port leases to Lessee, on the terms and conditions stated below, the Premises consisting of approximately twenty four thousand eight hundred fifty (24,850) square feet which is on the date of this Lease improved and commonly known as Building 4, Bay 4 (hereinafter referred to as "Premises").

<u>Section 1.02 - Use of Premises</u>: Lessee may use the Premises only for the following purpose: Shops related to ship repair.

ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on September 1, 1985, and shall continue indefinately, unless terminated by either party upon thirty (30) days written notice or by Lessee's default.

ARTICLE III - RENTAL

Section 3.01 - Basic Rent: Lessee shall pay to Port as rent the sum of Four Thousand Four Hundred Seventy-Three Dollars (\$4,473.00) per month. Rent shall be payable on the tenth (10th) day of each month in advance, except that rent for the first and last months has been paid upon the execution of this Lease and Port acknowledges receipt of this sum.

Section 3.02 - Place of Payments: Payment shall be to Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, or such other place as Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) per annum. The interest rate of eighteen percent (18%) on overdue accounts is subject to periodic adjustment to reflect the Port's then current interest rate charged on overdue accounts.

ARTICLE IV - GENERAL CONDITIONS

Section 4.01 - Delivery: Should Port be unable to deliver possession of the Premises on the date fixed for the commencement of the term, Lessee shall owe no rent until notice from Port tendering possession to Lessee. If possession is not so tendered within sixty (60) days following commencement of the term, then Lessee may elect to cancel this Lease by notice to Port within ten (10) days following expiration of the sixty (60) day period. Port shall have no liability to Lessee for delay in delivering possession, nor shall such delay extend the term of this Lease in any manner.

In the event Port shall permit Lessee to occupy the Premises prior to the commencement date herein set forth, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date hereinabove provided.

Section 4.02 - Assignment: The Lessee will not assign this

Lease or any interest hereunder, and will not permit any assignment
hereof by operation of law, and will not subrent or sublet said

Premises or any portion thereof, and will not permit the use or
occupancy of said Premises by other than the Lessee and his agents
and employees of the Lessee, without first obtaining the written
consent of the Port.

Section 4.03 - Alterations: The Lessee will make no installations, alterations, modification, or additions to said Premises without first obtaining the written consent of the Port and all additions, improvements, and fixtures, except the moveable office furniture and trade fixtures of the Lessee, made or added either by the Lessee of Port shall be and remain the property of the Port; provided, however, the Port may require that the Lessee remove upon termination of this Lease any additions made or fixtures added by the Lessee at the Lessee's expense.

Section 4.04 - Uses: The Lessee will not use or permit in said Premises anything that will increase the rate of fire insurance thereon or prevent the Port taking advantage of any ruling of the Insurance Service Office of Oregon or its successors, which would allow the Port to obtain reduced rates for long-term insurance policies; or maintain anything that may be dangerous to life or limb; or in any manner deface or injure said building or any portion thereof; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said Premises; or permit anything to be done upon said Premises in any way tending to create a nuisance or to disturb any other tenants of the building, or to injure the reputation of the building; or to use or permit the use of said Premises for lodging or sleeping purposes or for any immoral or illegal purposes; and that the Lessee will comply at Lessee's own cost and expense with all orders, notices, regulation, or requirements of any municipality, state, or other governmental authority respecting the use of said Premises.

Section 4.05 - Liability: The Port shall not be liable to the Lessee for damage to person or property resulting from the negligence of a co-tenant or anyone else other than the Port, or for any damage to person or property resulting from any condition of the Premises or other cause, including but not limited to damage by water, not resulting from negligence of the Port.

The Lessee shall indemnify and save harmless the Port against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by the Lessee or its agents, contractors, servants, or employees in or about the demised Premises or the building, and will further indemnify and save the Port harmless against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed, pursuant to the terms of this Lease or arising from any act of negligence of the Lessee, or any of its agents, contractors, servants, or employees occurring during the term of this Lease in or about the demised Premises or the building, and from and against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Port by reason of any such claim, the Port may, at its option, require that the Lessee resist or defend such action or proceeding at the Lessee's own cost and expense and by counsel reasonably satisfactory to the Port.

Section 4.06 - Vacation: Upon vacation or abandonment of the Premises by the Lessee prior to the expiration of the Lease term without written consent of the Port endorsed hereon, the Port may forthwith enter upon the Premises or any portion thereof and relet and otherwise exercise control over the same and that for the

purpose of such reletting the said Port is authorized at the cost of the Lessee to make any repairs, changes, alterations, or additions in or to said demised Premises which may be necessary in the opinion for the Port for the purpose of such reletting, and such entry and control shall not release the Lessee from the obligations herein, but Lessee shall nevertheless remain liable and continue bound, unless the Port, at Port's election, shall cancel the Lease and in the event cancellation shall be effected and Port and Lessee released from all obligations thereunder thereafter to accrue, upon the mailing of such notice of cancellation by Port to Lessee at Lessee's last known address.

Section 4.07 - Admittance: The Port shall not be liable for the consequences of admitting by pass-key or refusing to admit to said Premises the Lessee or any of the Lessee's agents or employees or other persons claiming the right of admittance.

<u>Section 4.08 - Electrical</u>: The Lessee shall not, without Port's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on said Premises other than that normal to office use.

<u>Section 4.09 - Inspection</u>: The Port and the Port's agents, janitors, workmen and engineers may retain and use a pass-key to the Premises described herein to enable them to examine said Premises

from time to time with reference to any emergency or to the general maintenance of said Premises, or for the purposes of exhibiting the same.

Section 4.10 - Premises Care: The Lessee shall at all times take good care of the demised Premises and shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed, or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

Section 4.11 - Surrender: At the expiration or sooner termination of this Lease, the Lessee will surrender and deliver up said Premises to the Port or those having the Port's estate therein, in the same condition as the Lessee now receives said Premises, ordinary wear and tear and damage by fire and the elements alone expected.

<u>Section 4.12 - Action/Suit</u>: If any suit or appeal thereof is instituted by either party for the enforcement of any covenant contained in this Lease, the prevailing party shall recover, in

addition to costs and disbursements, such attorneys' fees as the court may adjudge reasonable to be allowed in such suit or action or appeal thereof.

Section 4.13 - Default: If the rent shall be in arrears for a period of ten (10) days; or if the Lessee fails to keep or perform any of the covenants or conditions of this Lease; or if the leasehold interest of the Lessee shall be attached or levied on under execution; or if a petition is filed by Lessee for an arrangement with his creditors under Chapter 11 of the Bankruptcy Act; or if the Lessee shall be declared bankrupt or insolvent according to law; or if any assignment of the Lessee's property shall be made for the benefit of creditors, or otherwise, or if the Lessee fails to make prompt payment of any amounts due the Port in connection with the Lessee's occupancy of the Premises, then, and in any of said events, the Port may at the Port's option at once, without notice to the Lessee or any other person, terminate this Lease; and upon the termination of said Lease at the option of the Port, as aforesaid, or at the expiration of this Lease, and upon the termination of said Lease by its terms, the Lessee will at once surrender possession of said Premises to the Port and remove all the Lessee's effects therefrom; and if such possession be not immediately surrendered, the Port may forthwith enter into and on said Premises and repossess them as of the Port's former estate and expel the Lessee, or those claiming under the Lessee, and remove the

effects of any of them, forcibly if necessary, and lock said Premises, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; and that in such event the Lessee expressly waives the service of any notice of intention so to terminate this Lease or to retake the Premises, and waives service of any demand for payment of rent or for possession and of any and every other notice or demand prescribed by any law of the State of Oregon.

Section 4.14 - Remedies on Default: In the event of termination on default, the Port shall be entitled to request immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease term the value of the Lessee's obligations to pay rent under this Lease, plus the reasonable cost of re-entry and reletting, including, without limitation, the cost of any cleanup, refurbishing, removal of the Lessee's property and fixtures or any other expense occasioned by the Lessee's failure to quit the demised Premises upon termination or to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker commissions, and advertising costs, plus the unpaid cost of any tenant improvements being amortized over the term of this Lease, plus the amount of the loss of reasonable rental value from the date of default until a new tenant has been, or, with the exercise of reasonable diligence, could have been secured.

Section 4.15 - Liens: The Lessee shall not suffer or permit any mechanic's lien to be filed against the fee of the demised Premises nor against the Lessee's leasehold interest in said Premises by reason of work, labor, services, or materials thereof through or under the Lessee, and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of the Port, express or implied, by inference or otherwise to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of or to the demised Premises or any part thereof, nor as giving the Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised Premises. If any such mechanic's lien shall at any time be filed against demised Premises, the Lessee shall cause the same to be discharged of record within twenty (20) days after the date of filing the same.

Section 4.16 - Holding Over: If the Lessee shall hold over after the expiration of the term of this Lease, and shall not have agreed in writing with the Port upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all terms, covenants, and agreements hereof, except that the tenancy shall be one from month to month.

<u>Section 4.17 - Utilities</u>: Lessee shall promptly pay any charges for sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises (see Attachment 'A').

Section 4.18 - Regulations: The Port, for the proper maintenance of said building; the rendering of good service, and the providing of safety, order, and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants and conditions of this Lease.

<u>Section 4.19 - Waiver</u>: Any waivers shall be in writing. The covenants of this Lease are continuing covenants and the waiver by the Lessor of breaches of said covenants shall not be deemed a waiver of subsequent breaches thereof.

<u>Section 4.20 - Modification</u>: This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by all the parties hereto, and Port shall not be bound by any oral or written statement of any servant, agent, or employee modifying this Lease.

<u>Section 4.21 - Parties</u>: The rights, liabilities, and remedies provided for herein shall extend to the heirs, legal representatives,

successors and, so far as the terms of this Lease permit, assigns of the parties hereto, and the words "Port" and "Lessee" and their accompanying verbs or pronouns, wherever used in this Lease, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

Section 4.22 - Subordination: This Lease shall be subject and subordinate to such liens and encumbrances as are now on or as Port may hereafter impose on the land and building, and the Lessee shall upon request of Port, execute and deliver agreements of subordination consistent herewith.

Section 4.23 - Taxes: Lessee agrees to pay all lawful taxes and assessments which during the term hereof or any extension may become a lien or which may be levied by the State, County, City, or any other tax levying body upon the Premises or upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the Premises or facilities hereby leased or the improvements thereon by reason of its occupancy thereof as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said Premises. Upon making such payments, Lessee shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by

Lessee forthwith or as soon as a statement thereof has been issued by tax collector.

Section 4.24 - Insurance: Lessee shall maintain comprehensive, general and automobile liability insurance for the protection of Lessee, directors, officers, servants, and employees, insuring Lessee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the Premises leased or occasioned by reason of the operations of the Lessee with insurance of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Lessee.

Lessee shall furnish to the Port an acceptable certificate evidencing the date, amount, and type of insurance that has been procured pursuant to this Lease. All policies of insurance will provide for not less than thirty (30) days written notice to the Port and the Lessee before such policies may be revised, nonrenewed or cancelled.

Section 4.25 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, P.O. Box 3529, Portland, Oregon 97208, and to the Lessee at Northwest Marine Iron Works, 5555 N. Channel Avenue, Portland, Oregon 97217.

Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

"This Lease is subject to the terms of an addendum attached hereto."

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

NORTHWEST MARINE IRON WORKS	THE PORT OF PORTLAND
By William/H. Zavin, If, President	By Luleur EXECUTIVE DIRECTOR
Ву	By
APPROVED AS TO FORM:	APPROVED AS TO LEGAL SUFFICIENCY
	m B Plantan
Counsel for Lessee	Counsel for The Port of Portland

ATTACHMENT A

MONTH-TO-MONTH AGREEMENT FOR UTILITY SERVICES IN PSRY BUILDING 4

This disclosure statement is attached to and a part of the lease dated <u>North 29,1985</u> between the PORT OF PORTLAND and NORTHWEST MARINE IRON WORKS for the lease of improved space known as Building 4, Bay 4. For the purposes of this lease, the following utilities are provided at the stated rates subject to change on thirty days notice:

I. ELECTRICITY

The charge will be based on a monthly meter reading and the current tariff rate (\$0.08 per KWH on 5/85) per KWH. Each bay of Building 4 may be separately metered.

II. GAS & OXYGEN

The charge will be based on a monthly meter reading and the current tariff rate (\$5.00 per 100 cf of gas consumed--assumes four parts oxygen to one part natural gas). Each bay of Building 4 may be metered separately.

III. WATER & SEWER

Each bay is assessed at the rate of \$137.50 per month.

IV. COMPRESSED AIR

The minimum service charge per bay is \$17.50 per workday with a 22 workday per month minimum and includes light duty service (air impact tools). Heavy use of air (blasting and coating) requires prior arrangement with PSRY Operations and is charged at \$70.00 per day.

Acknowledged: Date Date

ADDENDUM TO MONTH-TO-MONTH

LEASE OF IMPROVED SPACES

THIS ADDENDUM supersedes and takes precedence over any contrary terms and conditions in the Month-to-Month Lease of Improved Spaces (the Lease) to which it is attached. The following terms and conditions are hereby made a part of the Lease:

1. Electrical.

The Lessee may, without the Port's consent, install and operate electrical equipment and machinery on the Premises other than and in addition to that normal to office use.

2. Alterations.

Lessee may, without the consent of the Port, erect movable fencing on the Premises. Other alterations of or additions to the Premises by Lessee shall be subject to the Port's alteration permit procedures.

3. Surrender.

The last word of Section 4.11 of the Lease shall read "excepted."

4. Maintenance.

The Port shall maintain in good repair, at its expense, the roof, gutters, downspouts, foundation and exterior walls of the Premises.

5. Waiver of Subrogation.

Lessee and the Port each waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage results from any of the risks covered by a standard fire insurance policy with extended coverage or from any of the risks covered under any insurance policy in force at the

time of such loss or damage. Lessee and the Port shall, upon obtaining the policies of insurance required hereunder, give notice to the respective insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

NORTHWEST MARINE IRON WORKS

THE PORT OF PORTLAND

Ву ______

Its

Date

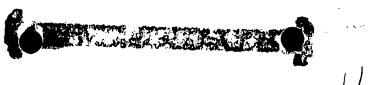
Ву

T+c

Date EXECUTIVE DIRECTOR

APPROVED AS TO LEGAL SUFFICIENCY:

M. Brian Playfair



Port of Portland

Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

November 16, 1979

Mr. W. J. Butler
Vice President and General Manager
Northwest Marine Iron Works
P.O. Box 3109
Portland, OR 97208

BUILDING NO. 4 OCCUPANCY

We accept your offer to vacate Bay No. 7--I understand that your last day of occupancy will be November 30. WISCO will assume lease responsibilities as of December 1.

Regarding Bay No. 5 and the other bays occupied by Northwest: current policy calls for month-to-month leases with preference being given to ship repair related firms. I cannot alter this policy, but I can advise you that the Commission has asked staff to review the current policy for possible modification. Factors in our review will be overall demand for space, available supply, build, buy or lease alternatives, contractor competition, traffic flows, etc. This review may also consider the appropriateness of month-to-month leases.

I cannot give you assurances in this letter which contravene the terms of the lease or the Commission's policy. However, I personally believe that your occupancy of Bays 2, 3, 4, 5, 6 and 8 will be allowed to continue, barring some unforeseen developments.

David N. Neset

Director, Marine Services

MD35L



Box 3529 Portland, OR 97208 503/231-5000 TWX:910-464-6151 Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

January 17, 1980

Mr. Jim Butler Northwest Marine Iron Works P.O. BOX 3109 Portland, Oregon 97208

Dear Jim;

Enclosed are completed lease agreements for:

1.) - Building 4, Bay 2 and Bay 8

2.) - Building 4, Bay 6

Slay Curus

Gary Bevans, Business Manager

Portland Ship Repair Yard

GB:1v Encl.

MONTH-TO-MONTH LEASE

THIS LEASE, dated November 1, 1979, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as Port, and NORTHWEST MARINE IRON WORKS, hereinafter referred to as Lessee,

ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: Building 4, Bay 2 (twenty-five thousand (25,000) square feet); Bay 8 (twenty-five thousand five hundred ninety-six (25,596) square feet at Seventeen Cents (\$.17) per square foot) until April 30, 1980, and Twenty Cents (\$.20) per square foot per month thereafter; and mobile office space at Seventy-Five Dollars (\$75) per month beginning December 1, 1979, and thereafter.

<u>Section 1.02 - Use of Premises</u>: Lessee may use the premises only for the following purpose: business pertaining to the ship repair yard.

ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on December 1, 1979, and continue month to month until terminated by either party upon thirty (30) days written notice.

ARTICLE III - RENTAL

Section 3.01 - Basic Rent: Lessee shall pay to Port as rent the sum of Eight Thousand Six Hundred Seventy-Six and 32/100 Dollars (\$8,676.32) per month until April 30, 1980, and Ten Thousand One Hundred Ninety-Four and and 20/100 Dollars (\$10,194.20) per month thereafter. Rent shall be payable on the tenth (10th) day of each month in advance.

ARTICLE IV - LESSEE OBLIGATIONS

<u>Section 4.01 - Title to Improvements, Personal Property:</u> Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

<u>Section 4.03 - Services</u>: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

X

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

<u>Section 6.02 - Attorney Fees</u>: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

<u>Section 6.03 - Consent of Port</u>: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, Northwest Marine Iron Works, Post Office Box 3109, Portland, Oregon 97208. Date of Service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions: All rents remaining unpaid for a period of forty-five (45) days after the first day of the month due will be charged a delinquency charge of five-sixths (5/6) of one percent (1%) per month (ten percent (10%) per year).

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

NORTHWEST MARINE IRON WORKS

THE PORT OF PORTLAND

Ву

APPROVED AS TO FORM

Counsel for The Port of Portland

12/19/79 L4M:L/X



Box 3529 Portland, OR 97208 503/231-5000 TWX:910-464-6151 Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

September 27, 1979

Electro-Mechanical Northwest Marine Iron Works Dillingham Ship Repair

Notice is hereby given that Port staff will recommend to the Port Commission at its October 10, 1979 meeting that rental rates for Building 4 be increased as follows;

Nov. 1, 1979

\$.17 per square foot

May 1, 1979

\$.20 per square foot

This rental increase is based on the recommendations of a rental survey prepared by Charles D. Bailey & Associates, a Portland real estate appraisal firm. The report is available for your review in my office.

Charles H. McKeown, Manager Swan Island Ship Repair Yard

CHM:1v

cc: Willamette Iron & Steel Co.

MONTH-TO-MONTH LEASE

THIS LEASE, dated June 15, 1978, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (Port), and NORTHWEST MARINE IRON WORKS (Lessee),

ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: Building 4, Bay 2 (25,000 square feet); Bay 7 (21, 856 square feet); Bay 8 (25,596 square feet) at Twelve Cents (\$.12) per square foot per month until December 31, 1978, and Fourteen Cents (\$.14) per square foot per month thereafter.

<u>Section 1.02 - Use of Premises</u>: Lessee may use the premises only for the following purpose: business pertaining to the Ship Repair Yard.

ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on July 1, 1978, and continue month to month until terminated by either party upon thirty (30) days written notice.

ARTICLE III - RENTAL

Section 3.01 - Basic Rent: Lessee shall pay to Port as rent the sum of Eight Thousand Six Hundred Ninety-Four and 24/100 Dollars (\$8,694.24) per month until December 31, 1978, and Ten Thousand One Hundred Forty-Three and 28/100 Dollars (\$10,143.28) per month thereafter. Rent shall be payable on the tenth (10th) day of each month in advance.

ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

<u>Section 4.03 - Services</u>: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

<u>Section 6.03 - Consent of Port</u>: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

<u>Section 6.04 - Notices</u>: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office

Box 3529, Portland, Oregon 97208, and to the Lessee at Northwest Marine Iron Works, Post Office Box 3109, Portland, Oregon 97208. Date of Service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions: All rents remaining unpaid for a period of forty-five (45) calendar days after the first day of the month due will be charged a delinquency charge of five-sixths of one percent (5/6 percent) per month (10 percent per year).

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

LESSEE	THE PORT OF PORTLAND
By W. Butter	By Hayl Adesser
	Executive Director
By	APPROVED AS TO FORM
	Course for

The Port of Portland

L23F



MAILADDRESS; P.O. 80x 3109 PORTLAND, OREGON 97208

NORTHWEST MARINE IRON WORKS

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, DREGON

September 5, 1978

Hitachi America, Ltd. 437 Madison Avenue New York, New York 10022

Attention: Mr. Y. Miyoshi, Asst. Manager

Industrial Processing System Sales and Service Division

Gentlemen:

As an accommodation to you and to expedite the shipyard expansion, we are willing to sub-lease to you approx. 1,000 square feet of space in the Port of Portland Bldg. 4, Bay 8 at the rate we pay the Port of (\$.12) twelve cents per square foot until January 1, 1979 and (\$.14) fourteen cents per square foot thereafter.

We will charge \$21.50 per manhour for labor expended to receive, store, inspect, etc., the material handled to your account.

We may have to make an additional charge for insurance coverage on the stored material depending upon the value of same. We are expecting notification from you in the near future of the maximum value of the material.

Very truly yours,

Vice President and General Manager

WJB/iab

Hitachi America, Ltd.

437 MADISON AVENUE NEW YORK, N. Y. 10022

PHONE: (212) 758-5420

CABLE ADDRESS:

August 23, 1978

Mr. Butler Vice President North West Marine Iron Works P. O. Box 3109 Portland, Oregon 97208

Re: Storage of various products installed in cranes for

Port of Portland

Dear Mr. Butler:

This is to confirm our telephone conversation on August 22, 1978 asking you for the space of 1,000 square feet to store various kinds of crane parts of the cranes, for Swan Island Shipyard, Port of Portland. I would like to ask you for the storage space under the following conditions:

1) space needed:

1,000 square feet

2) location:

your warehouse next to Swan Island Shipyard

3) value and products stored:

will be informed by

1) dumption atomod.

September 8, 1978

4) duration stored:

from sometime this week or early next week

You are requested to receive the cargoes, to check them, and report to Mr. A, Matsukado, Hitachi America, Ltd., 100 California Street, San Francisco, California, 94119, Telephone No.: (415)-981-7871. You are also responsible for safe storage until we pick up the cargoes.

I will appreciate it if you send me an estimate for one month's storage.

Very truly yours,

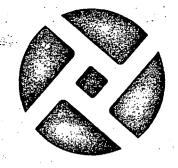
HITACHI AMERICA, LTD.

Y. Miyoshi, Assistant Manager Industrial Processing System Sales & Service Division

YM:sg

cc: Mr. A. Matsukado

Hitachi America, Ltd. S.F.



PORTLAND

PORTLAND OREGON 97208 PHONE 233-8331 AREA CODE 503

NORTHWEST MARINE IRON WORKS ATTN: TOM SANVITALE PO BOX 3109 PORTLAND, OREGON 97288

DATE. NOV. 2, 1976

INVOICE NO.

41813-A

		11	
	1976/77 PERSONAL PROPERTY TAXES DUE ON THE CRANES LOCATED INPROPERTY YOU OCCUPY ON SWAN ISLAND.		
	LOCATION AND ASSESSED VALUATION TAX RATE BLDG 4 BAY 2 \$8,240.00 & \$28.82/\$1,000.00 = LESS 3% DISCOUNT IF PAID BY NOV. 15, 1976 -	\$237.48 7.12	
<i>(</i>	BLDG 10 \$10,380.00 & \$28.82/\$1,000.00 = LESS 3% DISCOUNT IF PAID BY NOV. 15, 1976 -	\$299.15 8.97	\$230.36
	BLDG 4 BAY 7 \$7,240.00 @ \$28.82/\$1,000.00 = LESS 3% DISCOUNT IF PAID BY NOV. 15, 1976 -	\$208.66 6.26	\$290.18
•	BLDG 4 BAY 8 \$8,240.00 @ \$28.82/\$1,000.00 = LESS 3% DISCOUNT IF PAID BY NOV. 15, 1976 -	\$237.48 7.12	\$202.40
		-griddyddy (gwyddinidddiad y cyfyddyniad	\$230.36
	TOTAL AMOUNT DUE	And the second s	\$953.30

July 21, 1976

Jim Butler Northwest Marine Iron Works Box 3109 Portland, Oregon 97208

Port of Portland

Box 3529 Portland, Oregon 972: 503/233-8331 TWX: 910-464-6151

Dear Sir:

As indicated to you in prior correspondence, we have been reviewing our rental rates for the Bays in Bldg. 4. Bullier & Bullier were retained by us to review the market and recommend a competitive rate for the space.

The results of that survey indicated a rate of 11¢/sq.ft./mo. with the owner paying taxes. Because Bldg. 4 tenants pay property taxes, the rate was adjusted downward to 10.32¢.

This rate was presented to and adopted by the Port Commission on July 14th with an effective day of August 1st. Accordingly, this is notice that as of that date your rental rate for Eays 2-7-8 Bldg. 4 will be 10.32¢/sq.ft./mo.

Sincerely,

Carl F. Propp, Mapager

Swan Island Ship Repair Yard

CFP:ja

C. Thomas Ochlay Dekoory

> offices also in Tokyo, Chicago, Washington, D.C.



PORTLAND, OREGON 97208

NORTHWEST MARINE IRON WORKS

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, OREGON

July 12, 1976

Electro-Mechanical Co. 5953 N. Lagoon Avenue Portland, Oregon 97217

Attention: Mr. Paul LaMade, President

Dear Paul:

We have been attempting to obtain additional space in Building #4 for some time.

We seriously require this space for work in hand.

Due to the fact that the rent for space in Building #4 will increase to approximately \$.105 per square foot in August of this year we wonder if you have considered relocating your warehousing operation from Bay #1 to another location.

If you do consider relocating we would appreciate advance notice of this intention, so that we might attempt to secure the space for ourselves. We are not interested in the office space and assume this would be valuable to yourself in the future. We sorely need Bay #1 to permit us to consolidate our new construction program and release other areas we are renting for ship repair and Navy work.

Very truly yours,

W. J. Butler Vice President and General Manager

WJB/hlk

THE PORT OF PORTLAND MONTH-TO-MONTH LEASE AGREEMENT

19 74, by and between T	HE PORT OF PORTLAND, a municipal corporation of the fter called the "Port"), and
Northwest Marine (hereinafter called the	
and of the agreements of leases to Tenant the fol of Portland, County of M	he Port, in consideration of rents hereinafter reserved Tenant herein to be kept, performed and fulfilled, lowing described premises, as is, situated in the City ultnomah and State of Oregon: (Description)
Building #4, Swan Isl	and Ship Repair Yard area, Portland, Oregon
All Bay 2, Building #	44, 25,000 S/F @ \$.07 per S/F = \$ 1750.00
beginning <u>January 1</u> I. RENT: Tenant does	e described premises to Tenant on a month-to-month basis January 1,11,19,75/. Jeal 1,20,15 1, hereby hire sall premises on a month-to-month basis and to pay to the Port the following:
Building rent Outside space Miscellaneous	\$1750.00
Total	\$1750.00
without demand, monthly,	ed fifty \$1750.00 dollars shall be payable in advance, on the first (lst) day of each month to the rtland, Oregon, or at such other place in the State of ing designate.
II. USE OF PREMISES: To	enant agrees that said premises shall be used for
business pertaining	
and no other purpose.	A STATE OF THE STA
III. ASSIGNMENT: Tenant out prior written approve	agrees he will not assign or sublease this lease with- al of the Port.
	ant shall pay for all heat, light, power, water and ies used in the above described premises during his

- V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.
- VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. <u>LIENS</u>: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

- XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
- XII. TERMINATION OF LEASE: This lease is terminable with liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.
- ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, and performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.
- XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjuge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER. Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Tenant at

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of the Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of the Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

Month-to-Month Page 5	Lease Agreem	ent					
SPECIAL CONDITI	ons:						
		\ <u>.</u>			· · · · · · · · · · · · · · · · · · ·		
IN Winent in duplica		, the respective day and y	year first	ies have of hereinabo	ove writt	this inst	ru-

THE PORT OF PORTLAND MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this day of
19, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and
Northwest Marine Iron Works
(hereinafter called the "Tenant").
WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)
Westerly portion of Bay 8, Building 4, Swan Island (17,696 sq. ft.)
to have and to hold above described premises to Tenant on a month-to-month basis, beginning
I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:
Building rent 17,696 sq. ft. @ \$.06 per sq. ft. = \$1,061.76 Outside space Miscellaneous
Total \$1,061.76
One thousand sixty-one and 76/100 dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.
II. <u>USE OF PREMISES</u> : Tenant agrees that said premises shall be used for
purposes pertaining to such business and for no other purpose.
III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.
IV. <u>UTILITIES</u> : The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.

- V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.
- VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

- XI. DESTRUCTION OR DAMAGE OF PREMISES: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
- XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.
- XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.
- XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. WAIVER: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at

P. O. Box 3109, Portland, Oregon 97208

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL	CONDITIONS:	Tenant to	be respon	sible fo	r interior ma	intenance.
Port to	be responsible	for exterio	r mainten	ance.		
			*******	·····	•	
strument	IN WITNESS WH t in duplicate o		day and		st hereinabov	
Ву(28 Yarr		By			
	E. Farr Vice-Pro			Ma	arine Departm	nent
•				Edward	G. Westerda	

1359 JOB No. ORDERED FOR

Nick Calley

NORTHWEST MARINE IRON



2516 N.W. 29th Ave.

P.O. Box 3109

Portland, Oregon 97208

Telephone: CApitol 8-8222

SAWMILL AND LOGGING EQUIPMENT-GENERAL MACHINE WORK AND ENGINEERING



SHIP REPAIRS

то	The	Port o	f Portland	DATE 8/1/73	•		
	P.0.	Box 3	E20	TERMS			
	Port	land,	Oregon 97208	SHIP VIA			
ITEM	QUANT.	UNIT	DESCRIPTION		PRICE	UNIT	DISC.
			SAMUEL GOMPERS To cover rental of the remaining 1/3 and Bay #8	of East End of 7,900 sq. ft.	474.00	mo.	
			Rental to start August 1, 1973 and co further notice.	ntinue until			

CONFIRMATION

Attn: Cliff Cunningham

INSTRUCTIONS

- 1. Render invoices in duplicate.
- 2. Delivery dates specified on this purchase order are based on buyer's production schedule and must be strictly adhered to. If you cannot fill order
- as specified advise us immediately.

 3. OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE, SHIPPING PAPERS, INCLUDING FREIGHT BILLS AND BILLS OF LADING, AND ALL PACKAGES.

BUYER

	52191
R.F.P.	

PURCHASE ORDER No. 75394

SHOW THIS NUMBER ON INVOICE

NORTHWEST MARINE IRON WORKS

By			
		PURCHASING	AGENT
Marine	Divis	ion	

THE PORT OF PORTLAND

IN ACCOUNT

P. O. BOX 3529 PORTLAND, OREGON 97208

DATE October 25, 1972

64707

Northwest Marine Iron Works
P. 0. Box 3109
Portland, Oregon 97208

INVOICE NO. 95443

ORDER NO.

	Assessed Valuation Rate	Gross Tax
Bldg. 4, Bay 8	\$ 8,240.00	
Bldg.10	10,380.00	
	\$18,620.00 \$28.92	\$538.49
	Less 3% discount if paid by 11/15/72	16.15
		\$522.34

THE PORT OF PORTLAND

IN ACCOUNT

PORTLAND, OREGON 97208

DATE November 1, 1971

INVOICE NO. 95159

Morthwest Marine Iron Works 2516 W. W. 29th Portland, Oregon 97210

ORDER NO.

64697

1971-72 Personal Property Tax for the crane in Bay 6 and 7. Building 4 and the cranes in Building 10, Swan Island.

			•	:				· 32	Not	
	• •	•	Assessed.	Valuation	Rate	Cross	lar	Discount	Payment I)ua
		٠.		•		·				
elds.			`\$ 8	,240	1.00					
olds.	4, 5	ay 7	7	,240						. /
ildz.	10		10	, 330						,
			\$25	,860 \$	29.37	\$ 73	19.51	22.79	\$ \$ 736.7	/2
		- S			y.				-	

Art: The Port claims we have not paid this invoice and we have checked our records to find that we have not. I don't remember the invoice but thought perhaps it was sent down to you and for some reason you don't want to pay it. Will you please check it out and if it is o.k. to pay please return it with your approval.

APPROVED

Harmet bue fand



Box 3529 Portland, Oregon 97208 (503) 224-4260

December 22, 1970

Northwest Marine Iron Works P. O. Box 3109 Portland, Oregon 97208

Gentlemen:

At the Commission meeting of February 1970, the Marine Department was authorized to obtain the services of a qualified appraiser to survey comparable properties for the purpose of setting rental rates. The firm selected was The Siems Co., specialists in commercial and industrial properties.

The rental appraisal and staff recommendations for its application were presented to The Port of Portland Commission on December 14, 1970, and approved.

On the basis of the Commission action, this letter is to advise that, as of the indicated dates, the rental rates on your areas of occupancy will be increased as follows:

Area	<u>Sg. '</u>	Current Rate/Sq.'	New Rate Per Sq.'	Amt. Increased Per Month	Effective Date
Building 4, Bay 6	24,236	\$.0396	\$.05	\$252.05	2/1/71
			\$.056	145.40	7/1/71
Building 4, Bay 7	24,000	\$.04	\$.05	240.00	2/1/71
n :11: 5/ n			\$.056 V	144.00	7/1/71
Building 54, Bays 3 2 and 4	240 .900	\$.04	\$.066	23.40	7/1/71
. • •		Total Amoun	t Increased	\$804785 \$65.20	

The rates for other areas of your occupancy not indicated are comparable to the appraisal or are bound by a lease of one year or more.

December 22, 1970 Page Two.

Please acknowledge receipt of this letter by signing the copy and returning it to this office. By doing so, it will not be necessary to rewrite a new lease, because the signed copy of the letter will become an attachment to your existing month-to-month lease agreement.

If you have any questions, please give me a call.

Very truly yours,

THE PORT OF PORTLAND

C. T. Styron, Assistant Manager

Marine Department

NORTHWEST MARINE IRON WORKS

1006 P/C

by Nick G. Calley

Assistant to the Vice President December 30, 1970

Date__

17 1970-71 REAL PROPERTY TAXES 1-QUILITY	And the Contract Cont
1970-71 REAL PROPERTY TAXES 1-94117-0650 001 COUNTY ASSESSED VALUATIONS: * PORT OF PO	137.12
ASSESSED AS OF JANUARY 1, 1970 FOF FISCAL YEAR ENDING BUNE 30, 1971	17.97 AND 254.69
TAKES ON REAL PROPERTY ARE A LIEN FROM JULY , 1970 & LAND. 10,500 SMULTNOMAH	CO IED 129.72
DEPARTMENT OF ASSESSMENT AND TAXATION IMPROVEMENTS 15.920 METRO COM	COL 20.61
ROOM 170-T, COUNTY COURTHOUSE AREA CODE 503 TOTAL ASSESSED. 26.420 U CTATE DEL	/ DIST
PORTLAND, OREGON 97204 227-8411 EXT. 373	200,10
MAKE ALL REMITTANCES PAYABLE TO	
TAX COLLECTOR - MULTNOMAH COUNTY TAXABLE VALUE 26,420 HIMES 1 29.56 MER \$100	
PORT OF PORTLAND (LEASED 20 TAXES 1 16.529.863 REDUCING TH	
POBOX 3529	ALTE
PORTLAND, OREGON 97208	
Q CURRENT TAXES & ASSESSMENTS PRIOR TO DISCOUNT.	720 00
COMMENT TAXES & ASSESSMENTS FROM TO DISCOUNT.	780.98
DUE AND PAYABLE BY NOV. 15 - NO DISCOUNT REMIT TO	NOV. 15, 1970 5: 195.25
	MOV. 15, 1970 \$ 386.59
SWAN ISLAND	NOV. 15, 1970 \$ 574.03
ACCRESS OF PROPERTY	
PORTLAND OREGON AND RECEIVE 3% DISCOUNT OF 23.43 EMIT	NOV. 15. 1970 \$
	DELINQUENT TAXES
INDICATE CHANGE IN TAXPAYER	INTEREST ACCIVES ON EACH QUARTES FOLLOWING
CHANGE IN STREET ADDRESS	ITS DUE DATE UNTIL PAID AT 2/3 OF 1% FER
CECTION STATE ZIP.CODE	SEE REVERSE SIDE FOR FORECLOSUME NOTICE
SECTION 17 1 N 1 E PROPERTY TL# 65 0.28 ACRES SECTION 17 1 N 1 E LOT BLOCK	
Bldg. #4 Bay#7 /2 bay, west	

1-7 1970-71 REAL PROPERTY TAXES STUTE OF AN AREA COURTY OF SECTION ASSESSED AS OF TARRAST IL 1970 FOR FISCAL YEAR ENDING JUNE 10, 1970 TARES ON REAL PROPERTY ARE A MENUFROM JULY IL 1970		7-0660 001 ssed valuations 10,500	COUNTY PORT OF PORTLAND CITY PORTLAND MULTNOMAH CO IED	121.55 15.93 225.77 114.99	
DEPARTMENT OF ASSESSMENT AND TAXATION TAX COLLECTOR ROOM 170-T, COUNTY COURTHOUSE PORTLAND, OREGON 97204 227 SAID EVE 1 273	IMPROVEMENTS (BUILDINGS & OTHERS) TOTAL ASSESSED	12,920 23,420	SD 1 PORTLAND METRO COM COL METRO SERV DIST STATE RELIEF	216.87 18.27 -21.08	•
MAKE ALL REMITTANCES PAYABLE TO: TAX COLLECTOR - MULTNOMAH COUNTY	EXEMPTION TAXABLE VALUE	THE STATE HAS DISTRIBUTED	\$ 29.56 FER STODO ASSESSED VALUE = AS RELIEF FOR LOCAL PROPERTY 29.863 REDUCING THE TOTAL TAX RATE	692.30	
PORT OF PORTLAND (LEASED NORTHWEST MARINE IRON 2516 NW 29TH AVE PORTLAND, OREGON 97210	FOR IAN DUE DAIES		DUSAND DOLLARS OF ASSESSED VALUE	692.30	
	SEE PEVEKSE SIDE NO RISCOUNT	TO MAKE 1/4 PAYMENT DUE AND PAYABLE BY NOV. 15-1 TO MAKE 1/2 FAYMENT AND RECEIVE 1% DISCOUNT OF TO MAKE 3/4 PAYMENT	3 • 46 REMIT BY NOV. 15, 1970 \$	173.08 342.69	P.553.13
SWAN ISLAND PORTLAND, OREGON	•	AND RECEIVE 2% DISCOUNT OF TO MAKE FULL PAYMENT AND RECEIVE 3% DISCOUNT OF	10 • 38 REMIT BY NOV. 15, 1970 \$ 20 • 77 REMIT BY NOV. 15, 1970 \$	508.85	
INDICATE CHANGE IN TAXPATER CHANGE IN CITECT ADDRESS			DELINQUENT TAXE INTEREST NOT INCLUDE INTEREST ACCRUES ON EA ITS DUE DATE UNTIL PA MONTH OR FRACTION TO	D ACH QUARTER FOLLOMING ID AT 113 OF 1% PER	
CITY STATE 219 C	ODE LOT	BLOCK	SEE REVERSE SIDE FOR	FOREGLOSURE INCIDE	

1970-71 REAL PROPERTY TAXES 94117-0640 COUNTY PORT OF PORTLAND Multnomah County Oregon ASSESSED VALUATIONS ITY PORTLAND ACCESSED AS OF JANUARY 1, 1970 FOR FISCAL YEAR ENDING JUNE 20, 1971 21,400 JLTNOMAH CO IED CAND TAXES OF REAL PROPERTY ARE A HEN FROM JULY 1, 1970 1 PORTLAND METRO COM COL METRO SERV DIST DEPARTMENT OF ASSESSMENT AND TAXATION IMPROVEMENTS 26,240 (BUILDINGS & OTHERS) TAX COLLECTOR STATE RELIEF ROOM 170-T, COUNTY COURTHOUSE TOTAL ASSESSED 47.640 AREA CODE 503 PORTLAND, OREGON 97204 227-8411 EXT. 373 MAKE ALL REMITTANCES PAYABLE TO: EXEMPTION TAX COLLECTOR - MULTNOMAH COUNTY 47.640 TIMES \$ 29.56 PER SIDDO ASSESSED VALUE = 1,408,24 TAXABLE VALUE THE STATE HAS DISTRIBUTED AS RELIEF FOR LOCAL PROPERTY PORT OF PORTLAND (LEASED 16,529,863 REDUCING THE TOTAL TAX RATE . TAXES \$ • 90 PER THOUSAND DOLLARS OF ASSESSED VALUE NORTHWEST MARINE IRON 2516 NW 29TH AVE PORTLAND, OREGON 97210 1,408.24 CURRENT TAXES & ASSESSMENTS PRIOR TO DISCOUNT. TO MAKE 1/4 PAYMENT 352.06 DUE AND PAYABLE BY NOV. 15-NO DISCOUNT REMIT BY NOV. 15, 1970 \$ المنطق المناطقة المنطقة TO MAKE 1/2 PAYMENT 697.08 7.04 REMIT BY NOV. 15, 1970 \$ AND RECEIVE 1% DISCOUNT OF TO MAKE 3/4 PAYMENT AND RECEIVE 2% DISCOUNT OF 21 . 1 2 REMIT BY NOV. 15, 1970 \$ SWAN ISLAND 1,035.06 PORTLAND OREGON TO MAKE FULL PAYMENT 42.25 REMIT BY NOV. 15, 1970 \$ 1,365.99 AND RECEIVE 3% DISCOUNT OF DELINQUENT TAXES INTEREST NOT INCLUDED IND TATE CHANGE BY TAMPAYER ENTEREST ACCRUES ON EACH QUARTER FOLLOWING HS DUE DATE UNITE PAID AT 2/3 OF .76 FER CHANGE IN STREET ADDRESS MONTH OR FRACTION THEREOF. ZIP CODE SEE REVERSE SIDE FOR FOREGLOSURE NOT SE BLOCK Common TL# 64 0.57 ACRES LOT Bay#6, Bldg. #4

ଚ	17 1971-72 REAL PROPERTY TAXES Multnomah County Oregon	9411	TOUMBER LEVY CODE TO A SEED VALUATIONS			
~Cr	ASSESSED AS OF JANUARY 1, 1971 FOR FISCAL YEAR ENDING JUNE 30, 1972 TAXES ON REAL PROPERTY ARE A LIEN FROM JULY 1, 1971	LAND		COUNTY	126.38	
	DEPARTMENT OF ASSESSMENT AND TAXATION TAX COLLECTOR	IMPROVEMENTS (BUILDINGS & OTHERS)	13:430 î	PORT OF PORTLAND CITY PORTLAND	25.8 <u>1</u> 205.27	٠.
(QT)	ROOM 170-T, COUNTY COURTHOUSE AREA CODE 503 PORTLAND, OREGON 97204 227-8411 EXT. 373	TOTAL ASSESSED	24 • 350 ř	MULTNOMAH CO IED SD 1 PORTLAND METRO COM COL	116.39 223.05 18.26	
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October 28, 1971



Northwest Marine Iron Works 2516 N. W. 29th Ave. Portland, Oregon 97210

Port of Portland

Box 3529 Portland, Oregon 97208

503/233-8331

TWX: 910-464-6151

FAX: FDH

AD VALOREM TAXES

We are enclosing a carbon copy of the 1971-72 ad valorem tax due on The Port of Portland property you occupy. The Port's properties are all tax exempt except when rented to taxable tenants whereupon they become subject to tax on the same basis as privately owned properties. In accordance with the terms and conditions of your lease agreement, you are to pay this tax:

	TAX A/C NO.	GROSS	DISCOUNT IF PAID BY NOV. 15, 1971	NET	1970-11 Tage
	94117-0640	\$ 1,454.70	\$43.64	\$ 1,411.06	13 45.99
*	94117-0660	715.16 \$ 2,169.86	21.45 \$65.09	693.71 \$ 2,104.77	671.53
	* Original cop	y mailed direct			2037.52

Please make your check payable to:

TAX COLLECTOR-MULTNOMAH COUNTY

but send it to:

THE PORT OF PORTLAND

P. 0. Box 3529

Portland, Oregon 97208

Attention: A. S. Anderson, Property Accountant

to arrive not later than November 12, 1971. We will relay it to the County Tax Collector after we note the remittance on our records.

E.R. me Fail

E. R. McFarlin Manager, Accounting

Enclosure

offices also in Tokyo,

New York, Chicago, Washington, D.C.

LEVY-CODE 001 94117-0640 1971-72 REAL PROPERTY TAXES Multnomah County Oregon **ASSESSED VALUATIONS** ASSESSED AS OF JANUARY 1, 1971 FOR FISCAL YEAR ENDING JUNE 30, 1972 LAND 22,250 257.06 -TAXES ON REAL PROPERTY ARE A LIEN FROM JULY 1, 1971 COUNTY 52.50 PORT OF PORTLAND DEPARTMENT OF ASSESSMENT AND TAXATION IMPROVEMENTS 27,280 CITY PORTLAND (BUILDINGS & OTHERS) TAX COLLECTOR MULTNOMAH CO IED ROOM 170-T, COUNTY COURTHOUSE TOTAL ASSESSED AREA CODE 503 49,530 SD 1 PORTLAND PORTLAND, OREGON 97204 4N 227-8411 EXT. 373 LMETRO COM COL 37.16 MAKE ALL REMITTANCES PAYABLE TO: EXEMPTION TAX COLLECTOR - MULTNOMAH COUNTY 1,454.70 40.530 TIMES \$ 20.37 PER \$1000 ASSESSED VALUE PORT OF PORTLAND (LEASED) NORTHWEST MARINE IRON 2516 NW 29TH AVE SPECIAL ASSESSMENTS 97210 PORTLAND, OREGON 1,454.70 CURRENT TAXES & ASSESSMENTS PRIOR TO DISCOUNT. TO MAKE 1/4 PAYMENT 363.68 DUE AND PAYABLE BY NOV. 15-NO DISCOUNT REMIT BY NOV. 15, 1971 TO MAKE 1/2 PAYMENT AND RECEIVE 1% DISCOUNT OF 720.08 7.27 REMIT BY NOV. 15, 1971 \$ TO MAKE 3/4 PAYMENT AND RECEIVE 2% DISCOUNT OF \bigcirc 1,069.21 SWAN ISLAND 21 - 82 REMIT BY NOV. 15. 1971 \$ PORTLAND POREGON TO MAKE FULL PAYMENT 43.64 REMIT BY NOV. 15, 1971 \$ 1,411.06 AND RECEIVE 3% DISCOUNT OF **()** DELINQUENT TAXES INTEREST NOT INCLUDED INDICATE CHANGE IN TAXPAYER INTEREST ACCRUES ON EACH QUARTER FOLLOWING CHANGE IN STREET ADDRESS ITS DUE DATE UNTIL PAID AT 2/3 OF 1% PER MONTH OR FRACTION THEREOF. ZIP CODE SEE REVERSE SIDE FOR FORECLOSURE NOTICE. TL# 64 0.57 ACRES LOT BLOCK EAL. BAY 6 BLOG 4 IMPORTANT NOTICE: WHEN MAKING A PAYMENT, RETURN ENTIRE FIRST COPY OF STATEMENT TO INSURE PROPER CREDIT. RETURN THIS ENTIRE COPY WITH PAYMENT IF PAYMENT IS MADE BY MAIL, YOUR CANCELLED PERSONAL CHECK BECOMES YOUR RECEIPT.

October 28, 1971



Northwest Marine Iron Works 2516 N. W. 29th Ave. Portland, Oregon 97210

Port of Portland

Box 3529 Portland, Oregon 9720

503/233-8331

TWX: 910-464-6151

FAX: FDI

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* 94117-0660	715.16 \$ 2,169.86	21.45 \$65.09 693.71 \$ 2,104.77	671.53
* Owiginal ac	v 2,107.00		2037.52

Original copy mailed direct.

Please make your check payable to:

TAX COLLECTOR-MULTNOMAH COUNTY

but send it to:

THE PORT OF PORTLAND

P. 0. Box 3529

Portland, Oregon 97208

Attention: A. S. Anderson, Property Accountant

to arrive not later than November 12, 1971. We will relay it to the County Tax Collector after we note the remittance on our records.

E.R. me Tail

E. R. McFarlin Manager, Accounting

Enclosure

offices also in Tokyo,

New York, Chicago, Washington, D.C.

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ORDERED FOR

PAGE NO	OF

PURCHASE ORDER NO. XXX 429

AMENDMENT NO.

IRON WORKS

TO The Port of Portland	ORDER DATE 2/6/71
The Port of Portland P.O. Box 3529	TERMS
Portland, Oregon 97208	F. O. B.
	SHIP VIA
ATTN:	SHIPPING WEIGHT
COST GROUP NO. 900	DELIVERY PROMISE
CONTRACT NO NOW XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	DELIVERY REQUIRED
PRIORITY DOAS CERTIFIED UNDER DMS REGULATION NO. 1 DX-A3	PLACE OF MANUFACTURE
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WWES NO.			CPSS SHIPPING DATE		- t	
P. O. ITEM NO.	QUANT.	UNIT	DESCRIPTION	PRICE	UNIT	TOT. PRICE
			P.O. 429 AMENDMENT NO. 4			
			This amendment to change rental costs as follows: effective Feb. 1, 1971:			
			Rental of Bay 6 Bldg. #4	1211.80/	後後	
			Rental of one-half of Bay 7 Bldg. 4	600.00/	mo.	

INSTRUCTIONS

- Render Invoice in quadruplicate.
- Delivery dates specified on this P. O. are based on buyers production and must be strictly adhered to. If you cannot fill order as us immediately.
- Our purchase order no. and contract no. must appear on all invoices, correspondence, shipping papers, including freight bills and bills of lading
- This is a subcontract under the above noted contract and is subject to all the provisions appearing on the appendixes as specified on the face of this purchase order.

 4572

PURCHASE ORDER ORS



SHOW THIS NUMBER ON INVOICE

	1	342	ar + 1>			

December 22, 1970

Northwest Marine Iron Works P. O. Box 3109 Portland, Oregon 97208

Gentlemen:

At the Commission meeting of February 1970, the Marine Department was authorized to obtain the services of a qualified appraiser to survey comparable properties for the purpose of setting rental rates. The firm selected was The Simms Co., specialists in commercial and industrial properties.

The rental appraisal and staff recommendations for its application were presented to The Port of Portland Commission on December 14, 1970, and approved.

On the basis of the Commission action, this letter is to advise that, as of the indicated dates, the rental rates on your areas of occupancy will be increased as follows:

			•		
Area	Sq.'	Current Rate/Sq.'	New Rate Per Sq.'	Amt. Increased Per Month	Effective Date
Building 4, Bay 6	24,236	\$.0396	\$.05 \$.056	\$252.05 145.40	2/1/71 7/1/71
Building 4, Bay 7	24,000	\$.04	\$.05 \$.056	240.00 144.00	2/1/71 7/1/71
Building 54, Bays 3 = and 4	840 -900-	\$.04	\$.066	21.84 -23.40	7/1/71
	I	otal Amount	Increased	\$804.85 \$803.29	

The rates for other areas of your occupancy not indicated are comparable to the appraisal or are bound by a lease of one year or more.

December 22, 1970 Page Two.

Please acknowledge receipt of this letter by signing the copy and returning it to this office. By doing so, it will not be necessary to rewrite a new lease, because the signed copy of the letter will become an attachment to your existing month-to-month lease agreement.

If you have any questions, please give me a call.

Very truly yours,

THE PORT OF PORTLAND

C. T. Styron, Assistant Manager

Marine Department

NORTHWEST MARINE IRON WORKS

Nick G. Calley

Assistant to the Vice President December 30, 1970

Date



Box 3529 Portland, Oregon 97208 (503) 224-4260

October 29, 1970

Mr. Arthur E. Farr, Vice President Northwest Marine Iron Works P. O. Box 3109 Portland, Oregon 97208

Dear Mr. Farr:

We are sending you one copy each of three leases covering the rental of space in Buildings 4, 50 and 54, at The Port of Portland's Swan Island Ship Repair Yard. The leases, which are month-to-month agreements, are dated December 1, 1970.

We would appreciate it if you would retain the copies of these leases for your file.

Very truly yours,

THE PORT OF PORTLAND

C. T. STYRON, Assistant Manager

Marine Department

Enclosures

THE PORT OF PORTLAND MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this <u>First</u> day of <u>December</u> , 1970 by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and <u>Northwest Marine Iron Works</u>
(hereinafter called the "Tenant").
WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)
Building No. 4, Swan Island Ship Repair Yard Area, Portland, Oregon
24,236 sq. ft. @ \$960.00 Monthly (Bay #6)
24,000 sq. ft. @ \$960.00 Monthly (Bay #7) to have and to hold above described premises to Tenant on a month-to-month basis, beginning December 1 , 1970.
I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:
Building rent \$1,920.00 Outside space Miscellaneous Total \$1,920.00
\$1920.00 dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.
II. USE OF PREMISES: Tenant agrees that said premises shall be used for <u>purposes</u> pertaining to such business and for no other purpose.
III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.
IV. <u>UTILITIES</u> : The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.
V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the writter consent of the Port first being obtained and all additions and improvements made by

the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

- VI. <u>CRANE MAINTENANCE & REPAIR</u>: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. <u>PORT'S RIGHT OF ENTRY</u>: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. <u>LIENS</u>: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. <u>ADVERTISING SIGNS</u>: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. <u>LIABILITY ON LEASED PREMISES</u>: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.
- XI. <u>DESTRUCTION OR DAMAGE OF PREMISES</u>: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
- XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. <u>WAIVER</u>: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at Northwest Marine Iron Works, 2516 N. W. 29th Avenue, Portland, Oregon 97210

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CON	DITIONS:	Tenant to	be respo	onsible fo	r interio	r maintenance.	Port to be	•
responsible	for exter	ior mainte	nance:					1.
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IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

Mr. A. F. Form

Mr. A. E. Farr Vice-President ву

Marine Department

Northwest Marine Iron Works

George M. Baldwin General Manager

October 26, 1970

The Port of Portland P.O. Box 3529 Portland, Oregon 97208

Attention: Mr. Karl Prop

Gentlemen:

Enclosed herewith leases covering Buildings #4, #50 and #54 duly signed for Northwest Marine Iron Works by Mr. A. E. Farr, Vice President.

Also enclosed is unsigned lease covering Building #43 Which terms are not acceptable.

Very truly yours,

Nick G. Calley Administrative Assistant to the Vice President

NGC/hlk Encl:

# THE PORT OF PORTLAND MONTH TO MONTH LEASE AGREEMENT

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by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and Northwest Marine Iron Works
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Building rent \$1,920.00 Outside space Miscellaneous
Total \$1,920.00
\$1920.00 dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.
II. <u>USE OF PREMISES</u> : Tenant agrees that said premises shall be used for <u>purposes</u> <u>pertaining to such business</u> and for no other purpose.
III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs; alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other ser-

vices or utilities used in the above described premises during his tenancy.

the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

- VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. <u>LIENS</u>: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. <u>ADVERTISING SIGNS</u>: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. <u>LIABILITY ON LEASED PREMISES</u>: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.
- XI. <u>DESTRUCTION OR DAMAGE OF PREMISES</u>: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
- XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. <u>WAIVER</u>: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at Northwest Marine Iron Works, 2516 N. W. 29th Avenue, Portland, Oregon 97210

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CONDITIONS:	
IN WITNESS WHEREOF, the rin duplicate on this, the day and y	respective parties have executed this instrument
	THE PORT OF PORTLAND
Mr. A. E. Farr Vice-President  Northwest Marine Iron Works	Marine Department
	George M. Baldwin General Manager



# NORTHWEST MARINE IRON WORKS

### MARINE DIVISION

MEMO TO:

Scotty Mitchell Byron Nylander

June 15, 1982 DATE:

FROM:

W.J. Butler

SUBJECT:

Building No. 4 - Bay 8 Vacation

Ref (a) McKeown letter 6/7/82 (attached)

Referring to ref. (a) please accomplish the following listed work prior to July 1, 1982.

#### Overhead Crane:

Accomplish items 1 thru 5 if such abilities existed and do not exist now because of lack of maintanance by NMIW - please report exceptions.

# Electrical Distribution, etc.:

Item (3) - reinstall two units
Item (6) - accomplish or report otherwise

Item (7) - reinstall

cc: Chuck McKeown, Port of Portland

June 7, 1982

Mr. Byron Nylander
Manager of Facility Engineering
Northwest Marine Iron Works
PO Box 3109
Portland, OR 97208

#### BUILDING 4 - BAY 8 CONDITION SURVEY

On June 2, 1982, Port staff inspected Building 4 - Bay 8 as to its' condition relative to the end of Northwest Marine Iron Works' lease. The following is a list of deficiencies that should be corrected to meet the lease terms:

# OVERHEAD CRANE

- 1) Push button control on pendant requires minor repair.
- 2) East/West travel has no break control. Crane should stop in ten feet or less. It now coasts up to 40 feet.
- 3) The North/South carriage requires adjustment.
- 4) Controllers require cleaning, and replacement of access covers.
- 5) All motors require lubrication.

#### ELECTRICAL DISTRIBUTION SYSTEM AND LIGHTING

- 1) Fifteen to twenty disconnects, ranging in size from 30 AMPs to 200 AMPs, have been removed.
- 2) Approximately fifteen 60 AMP, 3 pole plugs are missing.
- 3) 2 circuit breaker Yoad centers have been removed.
- 4) Most conduit and wire, that services the electrical boxes, remain, although some conduit is broken loose and is in need of restrapping.
- Virtually all 110 volt service has been removed.
- 6) 34 of 38 750-watt incandescent lights are inoperable.
  ____or missing,
  - At least 16 lighting units on north and south walls have been removed.

Byron, I hope that these deficiencies can be cleared up shortly so that this bay can be ready to relet. I also have some concern about the slab area that has been constructed in the Bay. Would you please send to me the details of construction, by whom and when.

If you have any questions or desire to discuss the above deficiencies, please contact Ron Chew, in my office.

Thank you for your cooperation.

Charles H. McKeown, Manager Portland Ship Repair Yard

CHM:jt:n

cc: W. J. Butler, NMIW
Dave Neset
Lease file

bcc: Ron Chew Don McMacken





Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

July 9, 1981

Jim Butler
Northwest Marine Iron Works
PO Box 3109
Portland, Oregon 97208

Re: Building 4 Lease Agreement

Mr.Butler:

Enclosed is a completed copy of the lease agreement for Bays 2, 6 and 8 for your records.

Gary W Bevans Business Manager

Portland Ship Repair Yard

LEASE

BETWEEN

THE PORT OF PORTLAND

AND

NORTHWEST MARINE IRON WORKS

# $\underline{\textbf{I}} \ \underline{\textbf{N}} \ \underline{\textbf{D}} \ \underline{\textbf{E}} \ \underline{\textbf{X}}$

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ARTICLE I - PREMISES	
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#### **LEASE**

THIS LEASE, dated July 1, 1981, by and between THE PORT OF PORT-LAND, a municipal corporation of the state of Oregon, hereinafter referred to as Port, and NORTHWEST MARINE IRON WORKS, a corporation organized under the laws of the state of Oregon, hereinafter referred to as Lessee,

# WITNESSETH:

#### ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of Building 4, Bays 2, 6 and 8 consisting of 74,832 square feet of space: Bay 2 (25,000 square feet); Bay 6 (24,236 square feet); Bay 8 (25,596 square feet).

<u>Section 1.02 - Use of Premises</u>: Lessee may use the premises only for the following purpose: business related to ship repair and construction.

#### ARTICLE II - TERM

The term of this Lease shall commence on July 1, 1981, and shall continue through June 30, 1983.

#### ARTICLE III - RENTAL

Lessee shall pay to Port as rent the sum of Sixteen Thousand Eight Hundred Thirty-Seven and 20/100 Dollars (\$16,837.20) per month. Rent shall be payable on the tenth (10th) day of each month in advance. The rental rate is set at \$.225 per square foot per month.

Payment shall be to the Port at its offices in Portland, Oregon, or such other place as the Port may designate. All amounts not paid by Lessee when due shall bear interest at the rate of ten percent (10%) per annum.

#### ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Construction of Improvements: Prior to any construction, alteration or changes upon the leased premises, Lessee shall submit to Port final plans and specifications, site-use plan, and architectural rendering thereof and shall not commence any construction until it has received Port's written approval.

<u>Section 4.02 - Title to Improvements</u>: Upon termination of this Lease by the passage of time or otherwise, the Port at its option may require removal of all structures, installations or improvements within ninety (90) days after the expiration of the Lease at Lessee's expense.

Section 4.03 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

<u>Section 4.04 - Utilities</u>: Lessee shall promptly pay any charges for sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or consent.

Section 4.05 - Liens: Lessee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for the Lessee in, upon or about the premises herein leased, which may be secured by any mechanics', materialsmen's or other lien against the premises herein leased or Port's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any

such lien matures or becomes due, provided that the Lessee may in good faith contest any mechanics' or other liens filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest.

Section 4.06 - Taxes: Lessee agrees to pay all lawful taxes and assessments which during the term hereof or any extension may become a lien or which may be levied by the state, county, city, or any other tax levying body upon the premises or upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities hereby leased or the improvements thereon by reason of its occupancy thereof as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon making such payments, Lessee shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

#### ARTICLE V - INDEMNITY AND INSURANCE

<u>Section 5.01 - Indemnity</u>: Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or

arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

# Section 5.02 - Insurance:

- A. Lessee shall maintain comprehensive, general and automobile liability insurance for the protection of Lessee, directors, officers, servants and employees, insuring Lessee against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and occurring on or in any way related to the premises leased or occasioned by reason of the operations of the Lessee with insurance of not less than One Million Dollars (\$1,000,000) combined single limit. Such insurance shall name the Port, its commissioners, officers, and employees as additional named insureds with the stipulation that this insurance, as to the interest of the Port only therein, shall not be invalidated by any act or neglect or breach of contract by the Lessee during the term of the Lease or any renewal thereof.
- B. Lessee shall furnish to the Port a certificate as attached evidencing the date, amount and type of insurance that has been pro-

cured pursuant to this Lease. All policies of insurance will provide for not less than thirty (30) days written notice to the Port and the Lessee before such policies may be revised, nonrenewed or cancelled.

Section 5.03 - Waiver of Subrogation: The Port and Lessee agree that each forfeits any right of action that it may later acquire against the other of the parties to the Lease for loss or damage to its property, or to property in which it may have an interest, where such loss is caused by fire, or any of the extended coverage hazards, and arises out of or is connected with the leasing of the premises.

#### ARTICLE VI - DEFAULT

### Section 6.01 - Events of Default:

- A. <u>Default in Rent</u>: Failure of Lessee to pay any rent or other charge within ten (10) days after it is due.
- B. <u>Default in Other Covenants</u>: Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges) within thirty (30) days after written notice by Port specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the thirty (30) day period, this provision shall be complied with if Lessee begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

- C. <u>Insolvency</u>: Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.
- D. Abandonment: Failure of the Lessee for fifteen (15) days or more to occupy the property for one or more of the purposes permitted under this Lease unless such failure is excused under other provisions of this Lease.

Section 6.02 - Remedies on Default: In the event of a default, the Port at its option may terminate the Lease by notice in writing by certified mail to Lessee. The notice may be given before or within thirty (30) days after the running of the grace period for default and may be included in a notice of failure of compliance. If the property is abandoned by Lessee in connection with a default, termination shall be automatic and without notice.

A. <u>Damages</u>: In the event of termination on default, Port shall be entitled to recover immediately, without waiting until the due date

of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

- 1. Any excess of (a) the value of all of Lessee's obligations under this Lease, including the obligation to pay rent, from the date of default until the end of the term, over (b) the reasonable rental value of the property for the same period figured as of the date of default.
- 2. The reasonable costs of reentry and reletting including without limitation the cost of any clean up, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, any remodeling costs, attorney fees, court costs, broker commissions and advertising cost.
- 3. The loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured.

- B. <u>Reentry After Termination</u>: If the Lease is terminated for any reason, Lessee's liability for damages shall survive such termination, and the rights and obligations of the parties shall be as follows:
  - 1. Lessee shall vacate the property immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the lease term, perform any cleanup, alterations or other work required to leave the property in the condition required at the end of the term, and deliver all keys to the Port.
  - 2. Port may reenter, take possession of the premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- C. <u>Reletting</u>: Following reentry or abandonment, Port may relet the premises and in that connection may:
  - Make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Port shall not be required to relet for any use or purpose (other than that specified in the

Lease) which Port may reasonably consider injurious to the premises, or to any tenant which Port may reasonably consider objectionable.

2. Relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

# ARTICLE VII - TERMINATION

Upon termination of the Lease for any reason, Lessee shall deliver all keys to the Port and surrender the leased premises in good condition. Alterations constructed by the Lessee with permission from the Port shall be removed or restored to the original condition unless the terms of permission for the alteration requires other action. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repair for which the Lessee is responsible shall be completed to the latest practical date prior to such surrender.

#### ARTICLE VIII - GENERAL PROVISIONS

Section 8.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease,

assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port, which consent shall not be unreasonably withheld.

Lessee shall not assign all or any part of its rights and interests under this Lease to any successor to its business through merger, consolidation, or voluntary sale or transfer of substantially all of its assets, without prior written approval of the Port, which consent shall not be unreasonably withheld.

Section 8.02 - Condemnation: If the leased premises or any interest therein is taken as a result of the exercise of the right of eminent domain, this Lease shall terminate as to such portion as may be taken. If the portion taken does not feasibly permit the continuation of the operation of the facility by the Lessee, the Lessee shall have the right to cancel. Such cancellation shall be effective as of the date of taking. Port shall be entitled to that portion of the award as represented by the land and the improvements.

<u>Section 8.03 - Nonwaiver</u>: Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

<u>Section 8.04 - Attorney Fees</u>: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

<u>Section 8.05 - Statutory Provisions</u>: This Lease is subject to the provisions of Oregon Revised Statutes 279.312 through 279.320, inclusive, which by this reference are incorporated herein as fully as though set forth verbatim.

<u>Section 8.06 - Time of Essence</u>: It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Lease.

Section 8.07 - Warranties/Guarantees: Port makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the leased premises, and it is agreed that Port will not be responsible for any loss, damage or costs which may be incurred by Lessee by reason of any such physical condition.

<u>Section 8.08 - Headings</u>: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

Section 8.09 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 8.10 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, Northwest Marine Iron Works, P.O. Box 3109, Portland, Oregon 97208. Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

<u>Section 8.11 - Modification</u>: Modification of the Lease as to term, area or any reason shall result in renegotiation of the rental.

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

NORTHWEST MARINE IRON WORKS	THE PORT OF PORTLAND
By Mutter	By Aller Vice PRESIDENT
Ву	By All A. MACRUOTZ ASSISTANT SECRETARY
APPROVED AS TO FORM	APPROVED AS TO FORM
Counsel for Lessee	Counsel for The Port of Portland
	APPROVED BY COMMISSION ON
	6-10-81
05/15/81	

0294L:79F296



PORTLAND, DREGON 97208

# Northwest Marine Iron Works

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N. W. 29TH AVENUE TELEPHONE: 228-8222 AREA CODE 503 PORTLAND, DREGON

June 26, 1981

Port of Portland P.O. Box 3529 Portland, OR 97208

Attention: Gary W. Bevans, Business Manager

Portland Ship Repair Yard

Subject:

BUILDING 4 LEASE AGREEMENT

Gentlemen:

In accordance with the instructions in your letter dated June 23, 1981, please find enclosed three copies of subject Lease Agreement duly signed.

Very truly, yours,

∕President and General Manager

SW Encl.



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

June 23, 1981

Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

BUILDING 4 LEASE AGREEMENT

Mr. Butler,

Enclosed is the lease agreement for Building 4, Bays 2, 6 & 8. The term is set up from July 1, 1981 through June 30, 1983 at the rate of \$.225 per square foot per month. The total monthly rent is \$16,837.20.

The agreement was approved by the Port Commission at the June meeting and has been reviewed by Port legal counsel. Invoicing at the new rate will be effective July 1. A supplemental charge will be issued for the difference of \$.025 per square foot per month for the period April 1 through June 30 per your previous agreement. The supplemental will be \$5,612.63 (74,832 square feet X .025/month X 3 months).

Please sign all three copies and return them to me. I will return a completed agreement to you.

I have sent a similar agreement for Bays 3, 4 & 5 to Dick Semke for approval from the Fabrication Division.

Gary W. Bevans, Business Manager

Portland Ship Repair Yard

Lay Whans

Box 3529 Portland, OR 97208 503/231-5000 TWX:910-464-6151 Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

January 3, 1980

Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

Dear Jim;

Enclosed is a new lease agreement for Building 4, Bay 6.

Along with the other agreements already sent for your approval, this will bring us completely up to date with regards to Building 4.

As before, please sign all three copies and return them to me. I will send a signed copy back to you.

Sincerely,

Gary Bevans, Business Manager Portland Ship Repair Yard

GB:1v

Encl.

## MONTH-TO-MONTH LEASE

THIS LEASE, dated November 1, 1979, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as Port, and NORTHWEST MARINE IRON WORKS, hereinafter referred to as Lessee,

## ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: Building 4, Bay 6 (twenty-four thousand two hundred thirty-six (24,236) square feet) at Seventeen Cents (\$.17) per square foot per month until April 30, 1980, and Twenty Cents (\$.20) per square foot per month thereafter.

<u>Section 1.02 - Use of Premises</u>: Lessee may use the premises only for the following purpose: business pertaining to ship repair yard.

## ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on November 1, 1979, and continue month to month until terminated by either party upon thirty (30) days written notice.

## ARTICLE III - RENTAL

Section 3.01 - Basic Rent: Lessee shall pay to Port as rent the sum of Four Thousand One Hundred Twenty and 12/100 Dollars (\$4,120.12) per month until April 30, 1980, and Four Thousand Eight Hundred Forty-Seven and 20/100 Dollars (\$4,847.20) thereafter. Rent shall be payable on the tenth (10th) day of each month in advance.

## ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

<u>Section 4.03 - Services</u>: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

<u>Section 4.04 - Taxes</u>: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by

Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

## ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

## ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 6.04 - Notices: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee, at Northwest Marine Iron Works, Post Office Box 3109, Portland, Oregon 97208. Date of Service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions: All rents remaining unpaid for a period of forty-five (45) calendar days after the first day of the month due will be charged a

delinquency charge of five-sixths (5/6) of one percent (1%) per month (ten percent (10%) per year).

IN WITNESS WHEREOF, the Parties hereto have subscribed their names.

NORTHWEST MARINE IRON WORKS

THE PORT OF PORTLAND

Whatler

Ву _____

By. Hayl Culessus
Executive Director

By Assistant Secretary

APPROVED AS TO FORM

Counsel for

The Port of Portland

12/27/79 L4M:L/X



Box 3529 Portland, OR 97208 503/231-5000 TWX:910-464-6151 Offices also in Hong Kong, Manila, Seoul, Singapore, Taipei, Tokyo, Sydney, Chicago, Pasco, Washington D.C.

September 27, 1979

Electro-Mechanical Northwest Marine Iron Works Dillingham Ship Repair

Notice is hereby given that Port staff will recommend to the Port Commission at its October 10, 1979 meeting that rental rates for Building 4 be increased as follows;

Nov. 1, 1979

\$ .17 per square foot

May 1, 1979

\$ .20 per square foot

This rental increase is based on the recommendations of a rental survey prepared by Charles D. Bailey & Associates, a Portland real estate appraisal firm. The report is available for your review in my office.

Charles H. McKeown, Manager Swan Island Ship Repair Yard

CHM:1v

cc: Willamette Iron & Steel Co.

#### MONTH-TO-MONTH LEASE

THIS LEASE, dated June 23, 1978, by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (Port), and NORTHWEST MARINE IRON WORKS (Lessee),

ARTICLE I - PREMISES

Section 1.01 - Description: Port leases to Lessee, on the terms and conditions stated below, the premises consisting of: Building 4, Bay 6 (24,236 square feet) at Twelve Cents (\$.12) per square foot per month until December 31, 1978, and Fourteen Cents (\$.14) per square foot per month thereafter.

<u>Section 1.02 - Use of Premises</u>: Lessee may use the premises only for the following purpose: business pertaining to ship repair yard.

## ARTICLE II - TERM

Section 2.01 - Term: The term of this Lease shall commence on July 1, 1978, and continue month to month until terminated by either party upon thirty (30) days written notice.

## ARTICLE III - RENTAL

Section 3.01 - Basic Rent: Lessee shall pay to Port as rent the sum of Two Thousand Nine Hundred Eight and 32/100 Dollars (\$2,908.32) per month until December 31, 1978, and Three Thousand Three Hundred Ninety-Three and 04/100 Dollars (\$3,393.04) thereafter. Rent shall be payable on the tenth (10th) day of each month in advance.

## ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lessee's expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lessee's expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

<u>Section 4.03 - Services</u>: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

## ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

## ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lessee's rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

<u>Section 6.04 - Notices</u>: All notices required under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice

in writing, notices shall be sent to the Port at The Port of Portland, Post Office Box 3529, Portland, Oregon 97208, and to the Lessee at Northwest Marine Iron Works, Post Office Box 3109, Portland, Oregon 97208. Date of Service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

Section 6.05 - Special Conditions: All rents remaining unpaid for a period of forty-five (45) calendar days after the first day of the month due will be charged a delinquency charge of five-sixths of one percent (5/6 percent) per month (10 percent per year).

IN WITNESS WHEREUF, the Parties hereto	nave subscribed their names.
LESSEE	THE PORT OF PORTLAND
By Willes	By F. Glub President
Ву	APPROVED AS TO FORM
L39F-R	Gounsel for The Port of Portland  Assistant Secretary

Approved by Commission

September 22, 1977

Mr. D. Scott Fitzwater, Manager

Dillingham Ship Repair

P.O. Box 4367

Portland, OR 97208

BUILDING 54 RENTAL RATE

In response to your letter of September 15, I have reviewed the appraisal report of July 20, 1977, by Charles D. Bailey & Associates, Inc., with respect to Building 54. I find that the basis for establishing the proposed rental rate to be somewhat tenuous. Also, in comparing this building and rate to all the other industrial spaces appraised, I find it to be the highest without substantial justification.

Based on a comparison to other recommended rates, I propose a rental rate of 12 1/2 cents per month instead of the 20 cents on the proposed lease document. Would you please make the necessary modifications, initial the changes, and return the signed agreements so we may process by the effective date of November 1.

By copy of this letter I am advising Northwest and WISCO of the proposed rate change. Thanks for bringing this to our attention.

Dave N. Neset

Assistant Director

Marine Services

MD110J

DNN: 85: vathant Marcon Lon Wahn

WISCO

October 26, 1970 The Port of Portland P.O. Box 3629 Portland, Oregon 97208 Attention: Mr. Karl Prop Gentlemen: Enclosed herewith leases covering Buildings #4, #50 and #54 duly signed for Northwest Marine Iron Works by Mr. A. E. Farr, Vice President. Also enclosed is unsigned lease covering Building #43 Which terms are not acceptable. Very truly yours, Nick G. Calley Administrative Assistant to the Vice President NGC/hlk Encl: NWMAR122350





MAILADDRESS; P. D. BOX 3109 PORTLAND, DREGON 97208

# NORTHWEST MARINE IRON WORKS

SHIP REPAIRING . GENERAL MACHINE WORK . ENGINEERING

2516 N.W. 29TH AVENUE
TELEPHONE: 228-8222
AREA CODE 503
PORTLAND, OREGON

April 5, 1982

Port of Portland P.O. Box 3529 Portland, OR 97208

Attention:

Gary W. Bevans

Business Manager

Portland Ship Repair Yard

Subject:

Lease Agreement, Building 54 (Paint Storage)

Gentlemen:

In accordance with the instructions in your letter dated April 1, 1982, we enclose two initialed copies of the revised page for the subject Lease Agreement.

Very truly yours,

Shirley D. Wood Office Manager Marine Division

sw Encl.



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151 April 1, 1982

Jim Butler Northwest Marine Iron Works PO Box 3109 Portland OR 97208

Mr. Butler,

Enclosed is a copy of the recently negotiated lease agreement for Building 54 (Paint Storage).

Also enclosed, is a revised page for this lease agreement. The lease agreement you signed was issued with reference to a delinquency charge of 10% per year. In December 1981, the charge rate was changed to 18% per year. The revised page reflects this rate change.

Please approve this revision by initialing the page (three copies) where indicated. Please return two copies to me for Port records.

Gary/W. Bevans Business Manager

Portland Ship Repair Yard

GWB:jt

Enclosure

## MONTH-TO-MONTH LEASE

THIS LEASE, dated March 11 , 19 82, by and be-
tween THE PORT OF PORTLAND, a municipal corporation of the state of
Oregon, hereinafter referred to as Port, and
Northwest Marine Iron Works
, hereinafter referred to as Lessee,
ARTICLE I - PREMISES
Section 1.01 - Description: Port leases to Lessee, on the
terms and conditions stated below, the premises consisting of:
Building 54, Bays 1, 3, 4, consisting of 1,260 square feet @
.125/sq ft totaling \$157.50/month.
•
Section 1.02 - Use of Premises: Lessee may use the premises
only for the following purpose: Storage of paint, thinners and
solvents
ARTICLE II - TERM
The term of this Lease shall commence on April 1
1982, and continue month to month until terminated by either party
upon thirty (30) days written notice.

## ARTICLE III - RENTAL

Le	ssee	shall	pay 1	to Por	t as	rent	the	sum of	on	e hu	ndred	fifty
seven a	nd 50	)/100	dolla	rs								
(\$ <u>157</u> .	50	) per	mont	h. R	ent	shall	be	payable	on	the	tenth	(10th)
day of	each	month	in a	dvance								
											<del></del>	
												_

All rents remaining unpaid for a period of forty-five (45) calendar days after the first day of the month due will be charged a delinquency charge of one and one-half percent  $(1\frac{1}{2}\%)$  per month (eighteen percent [18%] per year).



## ARTICLE IV - LESSEE OBLIGATIONS

Section 4.01 - Title to Improvements, Personal Property: Upon termination of this Lease the Port shall have the option to either require removal of all structures, installations or improvements within thirty (30) days after the expiration of the Lease at Lesseens expense or shall have the option to take title to such structures, installations, and improvements. Personal property such as furniture shall be removed by Lessee within thirty (30) days or the Port shall have the option to remove said personal property at Lesseens expense or take title.

Section 4.02 - Maintenance: Lessee shall keep and maintain the leased premises and all improvements of any kind, which may be erected, installed or made thereon by Lessee, in good and substantial repair and condition. Lessee shall provide proper containers for trash and garbage and shall keep the leased premises free and clear of rubbish, debris, and litter at all times. Port shall at all times during ordinary business hours have the right to enter upon and inspect such premises. Such inspections shall be made only at a mutually agreeable time.

<u>Section 4.03 - Services</u>: Lessee shall promptly pay any charges for telephone and charges for utilities and services furnished to the leased premises at Lessee's order or consent.

Section 4.04 - Taxes: Lessee agrees to pay all lawful taxes levied by the state, county, city, or any other tax levying body upon any taxable interest by Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the premises or facilities or the improvements therein as well as all taxes on all taxable property, real or personal, owned by Lessee in or about said premises. Upon any termination of tenancy, all taxes then levied or then a lien on any of said property or taxable interest therein shall be paid in full without proration by Lessee forthwith or as soon as a statement thereof has been issued by the tax collector.

## ARTICLE V - INDEMNITY

Lessee agrees fully to indemnify, save harmless and defend the Port, its commissioners, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, caused by the fault or negligence in whole or in part of the Lessee, its subtenants or employees in the use or occupancy of the premises hereby leased; provided that the Port shall give to the Lessee prompt and reasonable notice of any such claims or actions, and the Lessee shall have the right to investigate, compromise and defend same, provided such claim is not the result of negligent act of the Port.

## ARTICLE VI - GENERAL PROVISIONS

Section 6.01 - Assignment of Interest or Rights: Neither Lessee nor any assignee or other successor of Lessee shall in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any of Lesseels rights in and to this Lease or any interest therein, nor license or permit the use of the rights herein granted in whole or in part without the prior written consent of the Port.

Section 6.02 - Attorney Fees: If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

Section 6.03 - Consent of Port: Whenever consent, approval or direction by the Port is required under the terms contained herein, all such consent, approval or direction shall be received in writing from the Executive Director of The Port of Portland.

Section 6.04 - Notices: All notices required under this L	.ease
shall be deemed to be properly served if sent by certified mai	1 to
the last address previously furnished by the parties hereto. ।	Jntil
hereafter changed by the parties by notice in writing, notices	shall
be sent to the Port at The Port of Portland, Post Office Box 3	3529,
Portland, Oregon 97208, and to the Lessee, Northwest	
Marine Iron Works, Box 3109, Portland, OR 97208	
Date of service of such notice is date such notice is deposited	in a
post office of the United States Post Office Department, pos	stage

prepaid.

Section 6.05 - Special Conditions:
•
IN WITNESS WHEREOF, the Parties hereto have subscribed their
names.
LESSEE THE PORT OF PORTLAND
WB - PIDI
By My listers Director
By APPROVED AS TO FORM
Counsel for
The Port of Portland
03/02/81 0005L:79B001

# THE PORT OF PORTLAND - MONTH-TO-MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this First day o	f November ,
19 77, by and between THE PORT OF PORTLAND, a municipal corpo	ration of the
State of Oregon (hereinafter called the 'Port"), and	
Northwest Marine Iron Works	
(hereinafter called the "Tenant").	·
(nevertable) Carred the Tenant ).	
WITNESSETH: The Port, in consideration of rents paid ments of Tenant herein to be kept, leases to Tenant the following premises, situated in the City of Portland, County of Multnomah Oregon: (Description)  8 105.00  Bldg. #54, Bays 3 & 4 840 s/f @ \$168.00 per month	ng described
l. RENT: Tenant does hereby rent said premises on a month-to-agrees to pay to the Port the following:	month basis and
Building rent \$168.00 \$ 105.00 uf	
outstue space	
Miscellaneous	1
Total <u>\$168-00</u> 105.00 UF	•
One hundred strength and no/100 dollars	navable without
demand, monthly, in advance, on the first (1st) day of each mont	
at its office in Portland, Oregon, or at such other place in the	
as may be designated.	<b>.</b> ,
11. <u>USE OF PREMISES</u> : Tenant agrees that said premises shall be	used for
Storage of paint, thinners and solvents	
and no other purpose.	
III. ASSIGNMENT: Tenant agrees he will not assign or sublease	

IV. UTILITIES: The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises.

- V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition has is and the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future condition of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.
- VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. <u>PORT'S RIGHT OF ENTRY</u>: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. LIENS: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. ADVERTISING SIGNS: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. LIABILITY ON LEASED PREMISES: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.

- XI. <u>DESTRUCTION OR DAMAGE OF PREMISES</u>: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
- XII. TERMINATION OF LEASE: This lease may be terminated without liability on thirty (30) days written notice by either party. Upon termination, the Tenant shall quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.
- ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, and performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly, if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.
- XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the prevailing party shall be entitled to recover, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action.

XV. <u>WAIVER</u>: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at the Port of Portland, PO Box 3529, Portland, Oregon 97208, and to the Tenant at

Box 3109, Portland, Oregon 97208

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of the Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the

Board of Commissioners of the Port of Portland directly or indirectly interested in this lease agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

The Port of Portland Month-to-Month Lease Agreement Page 5 SPECIAL CONDITIONS: IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written. THE PORT Marine Departmen Director Northwest Marine Iron Works LYoyd Anderson Executive Director APPROVED AS TO FORM ML3M/9-8/ej

# THE PORT OF PORTLAND MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this <u>First</u> day of <u>December</u> , 1970 by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and <u>Northwest Marine Iron Works</u>
(hereinafter called the "Tenant").
WITNESSETH: The Port, in consideration of rents hereinafter reserved and of the agreements of Tenant herein to be kept, performed and fulfilled, leases to Tenant the following described premises, as is, situated in the City of Portland, County of Multnomah and State of Oregon: (Description)
Building No. 54, Swan Island Ship Repair Yard, Portland, Oregon
840 sq. ft. @ \$33.60 Monthly (Bays 3 and 4)
to have and to hold above described premises to Tenant on a month-to-month basis, beginning December 1 , 1970.
I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:
Building rent \$33.60 Outside space Miscellaneous  Total \$33.60
\$33.60 dollars shall be payable without demand, monthly, in advance, on the first (1st) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.
II. USE OF PREMISES: Tenant agrees that said premises shall be used for Storage of paint, thinners, solvents and for no other purpose.
III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.
IV. <u>UTILITIES</u> : The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.
V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and

the Port shall not be required to make any repairs, alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by

the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

- VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. PORT'S RIGHT OF ENTRY: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. <u>LIENS</u>: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. <u>ADVERTISING SIGNS</u>: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. <u>LIABILITY ON LEASED PREMISES</u>: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.
- XI. <u>DESTRUCTION OR DAMAGE OF PREMISES</u>: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
- XII. TERMINATION OF LEASE: This lease is terminable without liability therefor on thirty (30) days written notice by either party hereto. Upon termination, the Tenant will quit and deliver up said leased premises and all fixture erections or additions to or upon the same, broom-clean, to the Port, peaceably, quietly, and in as good order and condition as the same are now in or hereafter may be put in by the Port or the Tenant, reasonable use and wear thereof and/or damage by fire and the elements alone excepted.

XIII. ATTACHMENT, BANKRUPTCY, DEFAULT: In the event Tenant shall be in arrears in the payment of said rent for a period of ten (10) days after the same becomes due, or if said Tenant shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Tenant's part to be done, kept, performed and observed and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to Tenant, or if said Tenant shall be declared bankrupt or insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if on the expiration of this lease Tenant fails to surrender possession of said leased premises, then and in any of said cases or events, the Port, lawfully, at its option, immediately, or at any time thereafter, without demand or notice, may enter into and upon said premises and every part thereof and repossess the same as of Port's former estate and expel said Tenant and those claiming by, through or under Tenant and remove Tenant's effects at Tenant's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. <u>WAIVER</u>: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at Northwest Marine Iron Works, 2516 N. W. 29th Avenue, Portland, Oregon 97210

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND
NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board
of Commissioners of The Port of Portland is a member of the copartnership, firm or
corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease
agreement.

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hereof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

SPECIAL CONDITIONS:	Tenant to be responsible for interior maintenance. Port to be	•
responsible for exte	rior maintenance:	٠.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written.

THE PORT OF PORTLAND

Mr. A. E. Farr

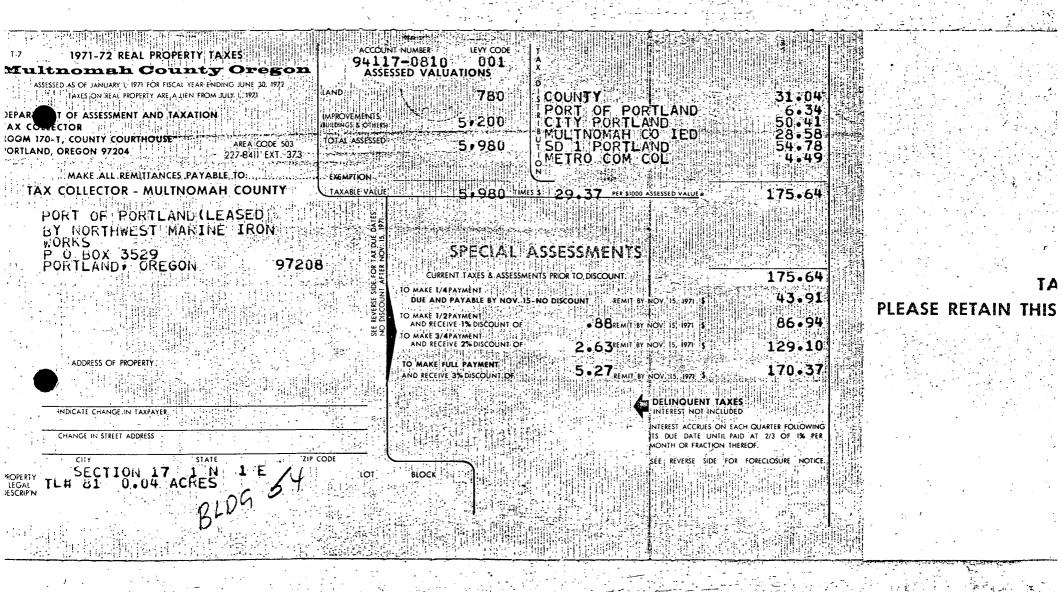
Vice-President

Northwest Marine Iron Works

George M. Baldwin General Manager

Marine Department

October 26, 1970 The Port of Portland P.O. Box 3529 Portland, Oregon 97208 Attention: Mr. Karl Prop Gentlemen: Enclosed herewith leases covering Buildings #4, #50 and #54 duly signed for Northwest Marine Iron Works by Mr. A. E. Farr, Vice President. Also enclosed is unsigned lease covering Building #43 Which terms are not acceptable. Very truly yours. Nick G. Calley Administrative Assistant to the Vice President NGC/hlk Encl: NWMAR122368





October 20, 1971

## Port of Portland

Box 3529 Portland, Oregon 97208

503/233-8331

TWX: 910-464-6151

FAX: FDH

2516 N. W. 29th Avenue Portland, Oregon 97210

Northwest Marine Iron Works

AD VALOREM TAX

We are enclosing a carbon copy of the 1971-72 ad valorem tax due on The Port of Portland property you occupy. The Port's properties are all tax exempt except when rented to taxable tenants whereupon they become subject to tax on the same basis as privately owned properties. In accordance with the terms and conditions of your lease agreement, you are to pay this tax:

TAX A/C NO.	GROSS	DISCOUNT IF PAID BY NOV. 15, 1971	NET	1970-71504
94117-0761 94117-0810 94117-0770	\$9412.21 175.6 <b>4</b> 821.48	\$ 282.37 5.27 24.64	\$9129.84 170.37 796.84	75 8808
	\$10,409.33		\$10,097.05	8,484.76

Please make your check payable to:

TAX COLLECTOR-MULTNOMAH COUNTY

but send it to:

THE PORT OF PORTLAND

P. O. Box 3529

Portland, Oregon 97208

Attention: A. S. Anderson, Property Accountant

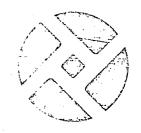
to arrive not later than November 12, 1971. We will relay it to the County Tax Collector after we note the remittance on our records.

E. R. m. Fail

E. R. McFarlin Manager, Accounting

Enclosure

offices also in Tokyo. New York, Chicago, Washington, D.C.



March 2, 1972

## Port of Portland

Box 3529 Fortland, Oregon 97208 503/233-8331

TWX: 910-464-6151

FAX: FDH

Northwest Marine Iron Works P. O. Box 3109 Portland, Oregon 97208

## Gentlemen:

Enclosed are the new tax rates for the current year. It is self-explanatory.

If there are any questions, please contact us.

Very truly yours

Garl F. Propp, Manager

Ship Repair Yard

CFP:am Enclosure

MET

offices also in Tokyo,

New York, Chicago, Washington, D.C.

28 AM 8:21

## tmomah County Oreson THE PONT OF FULLTA

DEPARTMENT OF ASSESSMENT & TAXATION

A X/EQ3XQQQXXXXXROOM 270, COUNTY COURT HOUSE = PORTLAND, OREGON = 97204

NEW COUNTY PHONE NO. 248 3371

02/25/72

PORT OF PURTLAND (LEASED BY NORTHWEST MARINE IRON 1-94117-0810

Bldg. 54-50%

WORKS P 0 60x 3529

25265

PORTLAND, OREGÓN

97208

4070

SECTION 17 1 N 1 E

LOT BLOCK

TLH 81 0.04 ACRES

Dear Property Owner:

By statute (ORS 308.234) this office is required to appraise each parcel of real property at least once every six years. Accordingly, we have appraised the property described above to determine its true cash value, and the results are shown below in comparison with last year's true cash value from the County Assessment Roll.

Preceding Year

Current Year

True Cash Value

5,980

8,400 -

Under ORS 308.205 True Cash Value of real property means market value as of the assessment date, and any change in value indicated above reflects this office's estimate of current market value, which does not necessarily mean that there were improvements or changes to the property since the last appraisal.

If the current year's True Cash Value is believed to be in excess of market value and data or facts to support your opinion of value are presented to this office, then a review of the value will be made.

A petition for review should be presented at the earliest possible date as this office cannot legally make adjustments to the Assessment Roll after May 1. Sufficient time prior to this date is required for completion of the review.

Under ORS 309.100 a petition for reduction of your assessment can be made to the Board of Equalization not later than the 3rd Monday in May.

Yours very truly,

DEPARTMENT OF ASSESSMENT AND TAXATION

COMMERCIAL SECTION Telephone ^ 2227-8211, Ext

Chief Commercial Appraiser



## Multmomah County Oregon

DEPARTMENT OF ASSESSMENT & TAXATION

XX503XXXX84XXXXROOM 270, COUNTY COURT HOUSE ■ PORTLAND, OREGON ■ 97204

NEW COUNTY PHONE NO. 248 3371

02/25/72

PORT OF PORTLAND (LEASED PONTLAND WIRE & IRON WORKS NOrthwest

BLOCK

P 0 B0x 3529

25265

PORTLAND, OREGON

97208

4070

SECTION 17 1 N 1 E

LUT

TL# 69 0.38 ACRES

Dear Property Owner:

By statute (ORS 308.234) this office is required to appraise each parcel of real property at least once every six years. Accordingly, we have appraised the property described above to determine its true cash value, and the results are shown below in comparison with last year's true cash value from the County Assessment Roll.

Preceding Year

Current Year

True Cash Value

32,440

38,000

Under ORS 308.205 True Cash Value of real property means market value as of the assessment date, and any change in value indicated above reflects this office's estimate of current market value, which does not necessarily mean that there were improvements or changes to the property since the last appraisal.

If the current year's True Cash Value is believed to be in excess of market value and data or facts to support your opinion of value are presented to this office, then a review of the value will be made.

A petition for review should be presented at the earliest possible date as this office cannot legally make adjustments to the Assessment Roll after May 1. Sufficient time prior to this date is required for completion of the review.

Under ORS 309.100 a petition for reduction of your assessment can be made to the Board of Equalization not later than the 3rd Monday in May.

Yours very truly,

DEPARTMENT OF ASSESSMENT AND TAXATION

COMMERCIAL SECTION Teléphone: ^ ^227-8 ATY, * EXTENSE SA 325

Charles R. Sheffield Chief Commercial Appraiser

DEPARTMENT OF ASSESSMENT AND TAXATION	ND PROVEMENTS LDINGS & OTHERS)	750 MUL	Y PORTLAND TNOMAH CO IEC 1 PORTLAND RO COM COL RO SERV DIST TE RELIEF	28.23 53.25 4.49	
PORTLAND, OREGON 97204 227-6411 EXT. 373		OZ Z	market by the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of the special state of		्र (क्रांच्या ) गण् क्ष्यानंत्र क्षेत्र (क्
PORT OF PORTLAND (LEASED BY NORTHWEST MARINE IRON WORKS	AXABLE VALUE  THE  LAXES 1-  97 3	5.750 TIMES S 29 STATE HAS DISTRIBUTED AS RELIEF F 16.529.8 .90 PER THOUSAND DOLL	FOR LOCAL PROPERTY  5 3 REDUCING THE LOTAL TAX RATE LARS OF ASSESSED VALUE	169.97	
P 0 BOX 3529 PORTLAND: OREGON 97208	COSE IN THE NOV. 15.	RENT TAXES & ASSESSMENTS PRIOR TO	O DISCOUNT.	169.97	
	设置 DUE AND	4 PAYMENT D PAYABLE BY NOV. 15 - NO DISCOU 2 PAYMENT EIVE 1% DISCOUNT OF	UNT REMIT SY NOV. 15, 1970	42.50	£12 - A214
ADDRESS OF PROPERTY	TO MAKE 3/-	4 PAYMENT	2.55 EMIT BY NOV. 15, 1970	124.93	
INDICATE CHANGE IN TAXPAYER		'E 3% DISCOUNT OF	5 • 10 REMIT RY NOV. 15, 1970  DELINQUE	IT TAXES	•
CHANGE IN STREET ADDRESS			MONTH OR FR	JES ON EACH QUARTER FOLLOWING UNTIL PAID AT 2/3 OF 1% PER ICTION THEREOF.	
SECTION 17 1 N 1 E ZIP CC ROPERTY TL# 81 0.04 ACRES	E LOT BLOCK		N SEE REVERSE	SIDE FOR FORECLOSURE MOTICE.	
Bldq. # 54	•		agence of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second se		



Box 3529 Portland, Oregon 97208 (503) 224-4260

December 22, 1970

Northwest Marine Iron Works P. O. Box 3109 Portland, Oregon 97208

## Gentlemen:

At the Commission meeting of February 1970, the Marine Department was authorized to obtain the services of a qualified appraiser to survey comparable properties for the purpose of setting rental rates. The firm selected was The Simus Co., specialists in commercial and industrial properties.

The rental appraisal and staff recommendations for its application were presented to The Port of Portland Commission on December 14, 1970, and approved.

On the basis of the Commission action, this letter is to advise that, as of the indicated dates, the rental rates on your areas of occupancy will be increased as follows:

Area	<u>Sq.'</u>	Current Rate/Sq.'	New Rate Per Sq.'	Amt. Increased Per Month	Effective Date
Building 4, Bay 6	24,236	\$.0396	\$.05 \$.056	\$252.05 145.40	2/1/71 7/1/71
Building 4, Bay 7	24,000	\$.04	\$.05 \$.056	240.00	2/1/71 7/1/71
Building 54, Bays 3 <del>2</del> and 4	240 .900	\$.04	\$.066	<i>El. 84</i> / 23-40	7/1/71
		Total Amoun	t Increased	1 \$804 <del>-</del> 85 803-29	

The rates for other areas of your occupancy not indicated are comparable to the appraisal or are bound by a lease of one year or more.

December 22, 1970 Page Two.

Please acknowledge receipt of this letter by signing the copy and returning it to this office. By doing so, it will not be necessary to rewrite a new lease, because the signed copy of the letter will become an attachment to your existing month-to-month lease agreement.

If you have any questions, please give me a call.

Very truly yours,

THE PORT OF PORTLAND

C. T. Styron, Assistant Manager

Marine Department

NORTHWEST MARINE IRON WORKS

by Nick G. Calley

Assistant to the Vice President

Date December 30, 1970

Box 3529 Portland, Oregon 97208 (503) 224-4260 October 29, 1970 Mr. Arthur E. Farr, Vice President Northwest Marine Iron Works P. O. Box 3109 Portland, Oregon 97208 Dear Mr. Farr: 1970.

We are sending you one copy each of three leases covering the rental of space in Buildings 4, 50 and 54, at The Port of Portland's Swan Island Ship Repair Yard. The leases, which are month-to-month agreements, are dated December 1,

We would appreciate it if you would retain the copies of these leases for your file.

Very truly yours,

THE PORT OF PORTLAND

C. T. STYRON, Assistant Manager

Marine Department

Enclosures

### THE PORT OF PORTLAND MONTH TO MONTH LEASE AGREEMENT

THIS AGREEMENT entered into this First day of December , 1970
by and between THE PORT OF PORTLAND, a municipal corporation of the State of Oregon (hereinafter called the "Port"), and Northwest Marine Iron Works
(hereinafter called the "Tenant").
WITNESSETH: The Port, in consideration of rents hereinafter reserved and
of the agreements of Tenant herein to be kept, performed and fulfilled, leases to
Tenant the following described premises, as is, situated in the City of Portland,
County of Multnomah and State of Oregon: (Description)
Building No. 54, Swan Island Ship Repair Yard, Portland, Oregon
840 sq. ft. @ \$33.60 Monthly (Bays 3 and 4)
to have and to hold above described premises to Tenant on a month-to-month basis, beginning December 1 , 1970.
I. RENT: Tenant does hereby hire said premises on a month-to-month basis and does covenant and agree to pay to the Port the following:  Building rent \$33.60 Outside space
Miscellaneous
\$33.60 dollars shall be payable without demand, monthly, in advance, on the first (lst) day of each month to the Port at its office in Portland, Oregon, or at such other place in the State of Oregon as it may in writing designate.
II. <u>USE OF PREMISES</u> : Tenant agrees that said premises shall be used for <u>Storage</u> of paint, thinners, solvents and for no other purpose.
III. ASSIGNMENT: Tenant agrees he will not assign or sublease this lease without prior written approval of the Port.
IV. <u>UTILITIES</u> : The Tenant shall pay for all heat, light, power, water and other services or utilities used in the above described premises during his tenancy.

V. REPAIRS AND IMPROVEMENTS: The premises are rented in the condition "as is" and the Port shall not be required to make any repairs; alterations, additions or improvements to or upon said premises except when it shall have agreed in writing to perform specific work. Tenant has examined the premises and accepts them in their present condition and without any representations on the part of the Port or its agents as to the present or future conditions of said premises. Tenant agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the Port first being obtained and all additions and improvements made by

The Port of Portland Month-to-Month Lease Agreement Page 2

the Tenant (except only movable office furniture and trade fixtures) shall become the property of the Port on the termination of the lease.

- VI. CRANE MAINTENANCE & REPAIR: Tenant agrees to maintain and keep in a good workable condition and state of repair the overhead crane in the leased bay. The Port shall not be required to make any repairs or replacement of parts or cable for the crane.
- VII. <u>PORT'S RIGHT OF ENTRY</u>: It shall be lawful for the Port, its agents and representatives, at any reasonable time, to enter into or upon said premises for the purpose of examining into the condition thereof, or any other lawful purpose.
- VIII. <u>LIENS</u>: Tenant will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.
- IX. <u>ADVERTISING SIGNS</u>: Signs shall not be painted upon any structure, but suitable removable signs may be attached to the rented structure when the Port has given approval of such sign and manner of placement, in advance.
- X. <u>LIABILITY ON LEASED PREMISES</u>: Tenant agrees to hold the Port (including its officers, agents and employees) harmless from and against any and all liability, or claims of liability, which may be asserted against the Port on account of any injury or injuries (including death) to any person or persons whomsoever, or any damage or loss of property of any person or persons whomsoever, however caused, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the premises by the Tenant; provided, however, that the Tenant shall not be required to hold the Port harmless from liability or claims of liability on account of any injury or injuries, including death, to persons, or any damage or loss to property, caused solely by negligence of the Port, its officers, agents or employees.
- XI. <u>DESTRUCTION OR DAMAGE OF PREMISES</u>: If the said premises be destroyed by fire or other casualty, this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated, no rent shall accrue to the Port after such partial destruction or damage. In the event of partial damage which does not render the premises untenantable, it shall be optional with the Port whether to repair same. If the Port elects not to repair such damage, the Tenant shall have the right to terminate this lease forthwith.
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The Port of Portland
Month-to-Month Lease Agreement
Page 3

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XIV. ATTORNEY FEES AND COURT COSTS: In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the Tenant agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorney's fees to be allowed plaintiff in said suit or action. The Tenant also agrees to pay and discharge all Port's costs and expenses, including Port's attorney's fees, that shall arise from enforcing any provisions or covenants of this lease, even though no suit or action is instituted.

XV. <u>WAIVER</u>: Any waiver by the Port of any breach of any covenant herein contained to be kept and performed by the Tenant shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Port from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

XVI. NOTICES: All notices required under this lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the Port at The Port of Portland, P. O. Box 3529, Portland, Oregon, 97208, and to the Tenant at Northwest Marine Iron Works, 2516 N. W. 29th Avenue, Portland, Oregon 97210

Pate of service of such potice shall be the date such potice is deposited in a post

Date of service of such notice shall be the date such notice is deposited in a post office of the United States Post Office Department.

XVII. EMPLOYEE OR MEMBER OF THE BOARD OF COMMISSIONERS OF THE PORT OF PORTLAND NOT TO BENEFIT: The Tenant warrants that no employee or member of the Board of Commissioners of The Port of Portland is a member of the copartnership, firm or corporation of said Tenant, nor is any such employee or member of the Board of Commissioners of The Port of Portland directly or indirectly interested in this lease agreement.

The Port of Portland
Month-to-Month Lease Agreement
Page 4

SPECIAL CONDITIONS:

XVIII. TAXES: The Tenant agrees to pay all lawful taxes and assessments which during the term hercof, or any extension as provided for herein, may become a lien or which may be levied by the State, County, City or any other tax levying body upon any taxable interest acquired by the Tenant in this lease agreement or any taxable possessory right which the Tenant may have in or to the premises or facilities hereby leased or the improvements thereon, by reason of its occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by the Tenants in or about said premises. Upon making such payments, the Tenant shall give to the Port a copy of the receipts and vouchers showing such payment. Upon any termination of tenancy, all taxes then levied or a lien on any of said property or taxable interest therein shall be paid in full and without pro-ration by the Tenant, forthwith, or as soon as a statement thereof has been issued by the Tax Collector, if termination occurs during the interval between attachment of the lien and issuance of statements.

	•			•	
				•	•
	WITNESS WHEREOF,				s instrument
.in duplicate	on this, the day	and year fire	st hereinabov	ve written.	
ву _ Q =	Jan	Ву	E PORT OF POI	RTLAND	
Mr.	A. E. Farr		Ma	rine Department	
	e-President				
Nor	thwest Marine Iron	Works		eorge M. Baldwin General Manager	
				•	



### MARINE DIVISION NORTHWEST MARINE IRON WORKS

MAILING

P.O. BOX 3109

ADDRESS: LOCATION: PORTLAND, OR 97208 PORTLAND SHIP REPAIR YARD

5555 N. CHANNEL AVE., BLDG. 2

PORTLAND, OREGON 97217

PHONE:

(503) 285-7557

TW/Y

910-464-6107 NORMARINE PTL

September 1, 1982

Port of Portland P.O. Box 3529 Portland OR 97208

Attention:

Mr. Gary W. Bevans

Business Mgr., Portland Ship Repair Yard

Subject:

Month to Month Agreement for Utility Service Charges

Gentlemen:

Enclosed are two signed copies of the subject Agreement for further processing per the instructions in your letter dated August 27, 1982.

Very truly yours,

George/Tuckey General Manager

sw Encl.



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

August 27, 1982

Northwest Marine Iron Works PO Box 3109 Portland, OR 97208

MONTH TO MONTH AGREEMENT FOR UTILITY SERVICE CHARGES

The purpose of this letter is to establish a month to month agreement between Northwest Marine Iron Works and the Port of Portland for utility services provided by the Port to the area leased by, Northwest Marine Iron Works which is designated as Building 43A, located at the Portland Ship Repair Yard.

This letter amends any lease in conflict with its terms regarding utility services and payments.

The monthly charge for utility service is to include usage of any or all of the following utilities: potable water, electricity, natural gas, oxygen and compressed air. The usage of these utilities is limited to the utility services available at the specific area being leased and to the extent of available capacities at the time of usage.

The Port agrees that it will maintain and operate with reasonable diligence the utility service facilites and services.

The Lessee shall keep and hold the Port, its' Commissioners, officers agents, or employees free and harmless from any and all claims and actions and all expenses incidental to the investigation or defense there of claimed by anyone by reason of injury or damage to persons, property or loss of work sustained as a result of the availablility or lack of availability of the utility services normally provided to the leased space.

The monthly charge for the utility services, supplied to Building 43A is stated to be fifty dollars (\$50.00) per month payable in advance. Lessee shall pay the Port monthly on or before the tenth (10th) day of each calendar month. The term of this agreement shall commence on July 1, 1982 and continue on a month to month basis.

The Port of Portland shall periodically monitor usage, and the cost of applying the utilities to the leased space.

Modification to the charges stated in this agreement for utility service shall be at the sole discretion of the Port of Portland and be subject to a minimum of thirty days advance notice to the lessee.

NOTE: Enclosed are three copies of this agreement. Please approve of the terms and conditions stated herein by signing where indicated. Return two signed copies to me for further processing.

Gary M. Bevans Business Manager

Portland Ship Repair Yard

Accepted by,

George Tuckey, General Manager Northwest Marine Iron Works

GWB:jt:a

PORT OF PORTLAND TARIFF 10

PORT OF PORTLAND

PORTLAND SHIP REPAIR YARD

TARIFF NO. 37-B

October 1, 1985

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#### THE PORT OF PORTLAND

#### PORTLAND SHIP REPAIR YARD TARIFF NO. 37-B

LAST REVISED: October 1, 1985

#### A. INTRODUCTION

The mission of the Portland Ship Repair Yard (PSRY) is to:

- o Create a commercially viable ship repair, ship building, ship conversion, and marine fabrication industry.
- o Strengthen the local economy and provide stable employment of skilled marine fabrication personnel.
- O Produce a financial return to support required investments in existing operations and fund new ventures.
- O Develop business opportunities with the following priorities:
  - 1. Ship repair, ship building, and ship conversion.
  - 2. Marine fabrication complimentary to existing business.
  - 3. Opportunities for diversification.

To these ends, the Portland Ship Repair Yard Tariff No. 37 has been written to enhance the partnership concept between the Port of Portland, the Prime Ship Repair Contractors, and other users of PSRY facilities. This tariff is simplified from past issues for ease in estimating and develops more flexability for special pricing considerations.

The Portland Ship Repair Yard facility is not subsidized by tax support or other outside sources. Revenues derived through the tariff, lease agreements, the Use Agreement and other special relationships pay for PSRY operating costs, a contribution to Port overhead, debt service and depreciation. Surplus funds are used to capitalize PSRY modifications and major maintenance, and develop new ventures.

#### B. SCOPE

#### B.1. Definition

The Portland Ship Repair Yard (PSRY) is a publicly owned facility operated by The Port of Portland (Port). The Port does not directly contract to work on vessels, but provides a facility to a number of local contractors who are equipped to provide ship repair, ship conversion and ship building services to vessel owners. Competitive bids for repair work can be readily obtained from the contractors located at PSRY. In all cases, the contract for ship repair, ship conversion and ship building work performed by The Port of Portland will be between the Port and the local Contractor. The Contractor will act as the vessel agent while at the PSRY facility and will be responsible for all charges against that vessel.

#### B.2. Use Agreement

Users of the Portland Ship Repair Yard Tariff No. 37 must be signatory to a Use Agreement approved by The Port of Portland Commission. Only Prime Contractors, those that hold themselves out to repair, conversion or build ships, or provide marine oriented fabrication, are eligible to sign Use Agreements. Work in other than these categories must be authorized by the Port by special written application. Special rates for other tenants or users of the Yard are specified herein and require approval of the PSRY Manager, or his designee, for application.

#### B.3. Conflicting Regulations

If a conflict arises due to multiple agreements between The Port of Portland and shipyard users, the following will be the subordinated order governing resolution:

- Port of Portland Ordinance No. 255 1977 Bond Issue Ordinance for \$84 million shipyard expansion program.
- 2. Ship Repair Yard Use Agreement the basic contract between Prime Contractors and the Port.

- 3. Portland Ship Repair Yard Tariff No. 37 schedule of administrative guidelines and rates for prime contractors and other users of PSRY.
- 4. Portland Ship Repair Yard Rules and Regulations those rules, regulations and operating procedures promulgated by PSRY management.

#### B.4. Applications - Responsibility

The drydocks and other facilities of the Portland Ship Repair Yard are available to prime ship repair contractors, subcontractors and other PSRY tenants under provisions of this Tariff, only after regular form of application has been signed by an authorized person on behalf of the user. In no case shall users of this Tariff, their agents or employees be regarded as the agent of The Port of Portland, and The Port of Portland assumes no responsibility for damages caused by an act committed by such user, his agents or employees, and it is expressly stipulated that The Port of Portland is solely absolved therefrom.

Repair or damage to Port facilities resulting from user operations will be the responsibility of the user, and payment for such repairs will be due and payable when billed to the Contractor or user. The sole exception to this provision is that vessels damaging Port facilities are subject to a no-fault damage protection for the first \$25,000 of damage to the Port's drydocks and berths. This provision does not limit the Port or the Port's insurance carriers from making claims against the vessel owners, contractor, or agents on behalf of the Port for damage in excess of \$25,000.

#### B.5. Limitations of Service - Force Majeure

The Port of Portland will provide, with reasonable diligence, the equipment and facilities described herein, subject to design limitations of service and capacity. The Port is not responsible for lost time, penalties, damages or other contractor losses due to the lack of available facilities either by design limitations, capacity or breakdowns.

In the event operations are suspended by Force Majeure and PSRY cannot be used for its intended purpose, the obligations of the Port shall be suspended. The term "Force Majeure" means any cause not reasonably within the direct or indirect control of the Port, including but not limited to, acts of God, strikes, blackouts, or industrial disturbances, act of the public enemy, war, blockade, public riot, landslides, lightening, earthquakes, fire, storm, flood, explosion, and judicial and governmental restraint.

#### C. TARIFF USAGE

#### C.1. Description

Portland Ship Repair Yard Tariff No. 37 is the mechanism for direct charge to contractors and other users of PSRY facilities for ship repair, ship conversion, ship building and other marine fabricating activities undertaken within the PSRY Use Agreement Section 5.01. Other fees, based on lease agreements, limited use agreements and special applications, will be charged to the appropriate user separately.

This tariff is designed, for simplicity, with a separate rate schedule with the following sections:

- 1. Vessels under 3,000 GRT or less than 200 ft LOA.
- 2. Vessels over 3,000 GRT.
- 3. Vessels without a GRT and greater than 200 ft LOA.
- 4. Shoreside drydocking.
- 5. Ballast water treatment plant.
  - 6. Utilities.
  - 7. Cranes and equipment.
  - 8. Miscellaneous rates.
  - 9. Labor and materials.

Sections 1 through 4 include drydocking, berthage, utility and crane rates for each classification of vessel for ease in estimating. Sections 5 through 9 include ancillary charges common to many jobs and include prices for non-ship repair, ship conversion and ship building work.

Users are encouraged to review tariff needs with PSRY staff prior to submission of bids. PSRY staff will prepare estimates, if needed. If a special consideration is required or price unclear in the written tariff, contact the PSRY Manager, or his designee, for a quotation.

#### C.2. Changes

All rates, conditions, rules and regulations herein are subject to change at the discretion of The Port of Portland, but not so as to increase drydock and berthage charges on a vessel previously bid. This rate protection shall not apply to bookings made in excess of six months in advance of the work commencement date.

#### D. DEFINITIONS

<u>Barrel</u>. A 42 gallon unit of measure for use in charging for receipt of ballast water and oily waste at the Ballast Water Treatment Plant.

<u>CCF</u>. Initials for a unit of volume equal to 100 cubic feet for use in billing compressed air, gas and water.

Calendar Day. A 24-hour measure of time used in billing steam services and floating oil boom. A calendar day is billed in whole day increments. Partial days will be billed to the next highest whole day increment.

Footday. A unit of measure equal to a vessel's length overall (LOA) times days of service for use in billing drydocking for vessels without a gross registered tonnage or less than 3,000 GRT, berthage and mechanical utilities. Footday rates shall apply for each 24-hour period, rounded to the nearest 1/10th day.

GRT. Initials representing Gross Registered Tonnage. This is the tonnage used for calculation of drydock fees for vessels with an official registered tonnage determined in accordance with the provisions of the International Convention on Tonnage Measurement of Ships, 1969, as displayed in the most recent RECORD of the AMERICAN BUREAU OF SHIPPING (ABS), or other similar classification bureau record.

KWH. Initials for Kilowatts per Hour, a measure of electrical usage used for billing electricity.

Lay Berth. PSRY Berths 306-311 are generally used for the lay-up of vessels (not in active repair) and have only hotel utility services available.

Lay Day. A 24 hour unit of time used for billing drydocking services. The lay day rate shall apply for each 24 hour period, rounded to the nearest 1/10th day, when drydock evolutions are not underway.

Lift Day. A 24 hour unit of time used for billing drydocking services. The lift day rate shall apply, in whole day increments, for each day in which a drydock evolution, such as docking and fleeting on blocks, occurs. There are no partial lift days.

LOA. Initials for length overall, a unit of measure in feet equal to the farthest point between the bow and stern of a vessel.

<u>Posted Labor Rate</u>. The Port of Portland's labor rates will be adjusted quarterly, and publicly presented at the PSRY office.

<u>Prime Contractor</u>. A business or company engaged in ship repair, ship conversion or ship construction using the facilities of the Portland Ship Repair Yard and charging for such services directly to the ship owner or operator.

<u>Ton.</u> Refers to short ton (2,000 lbs.) used in calculation of rates for heavy lift transfers.

Working Berth. Berths 301-305 and 312-314 are generally used for the repair of vessels and include availability of both hotel and repair utility services, and gantry crane service. The working berth area extends from the bull rail to the furthest crane reach for the length of the vessel,

less fire lanes and obstructions, and will be included as part of the berthage rate for one day prior to occupancy to one day after occupancy of the berth. All other uses will be charged at the Open Space/Storage rate.

#### E. RULES AND REGULATIONS

The PSRY Manager is assigned the responsibility of developing rules, regulations and other operating procedures required for the implementation of this tariff. These rules, regulations and other operating procedures shall become a part of this tariff as promulgated.

Item	tem Description		Rate
1	A GRT I The fo vessels has a (	S UNDER 3,000 GRT OR VESSELS WITHOUT LESS THAN 200 FT LOA  Illowing rates are applicable for all s that are under 3,000 GRT if the vessel GRT or less than 200 foot LOA if the vessel hout a GRT.	
1.1	DRYDOCI	KING	
	1.1.1	Lift Day at Drydocks 1, 3, and 4  The lift day will be charged at a rate of \$2.00 per footday. The minimum drydocking charge will be \$200. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$2.00 per Footday
	1.1.2	Lay Day at Drydocks 1, 3 and 4  Lay days will be charged at a rate of \$1.00 per footday. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$1.00 per Footday
	1.1.3	Lift Day at Drydock 2  The lift day will be charged at a rate of \$2.50 per footday. The minimum drydocking charge will be one lift day. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	<b>\$2.50</b> per Footday

Item		Description	Rate
	1.1.4	Lay Day at Drydock 2  Lay days will be charged at a rate of \$1.25 per footday. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$1.25 per Footday
1.2	BERTHA	GE	
	1.2.1	Berths 301-314  Berthage will be charged at a rate of \$0.75 per day.	<b>\$0.75</b> per Footday
1.3	UTILITI	IES	
	1.3.1	Mechanical Utilities at Berths 301-305, 312-314, and Drydocks 1, 2, 3 and 4  For each day of berthage or drydocking a rate of \$0.25 per footday will be charged for the availability of compressed air, potable water, sewer (if equipped), firemain, gas and oxygen service.	<b>\$</b> 0.25 per Footday

Item		Description	Rate
	1.3.2	Mechanical Utilities at Berths 306-311	<b>\$0.15</b> per Footday
		For each day of berthage a rate of \$0.15 per footday will be charged for the availability of potable water, sewer (if equipped), and firemain service.	
	1.3.3	Steam Service at Berths 301-305, 309-310, 312-314 and Drydocks 1, 2, 3 and 4	\$265.00 per Calendar Day
		Steam service is available upon application in advance to the PSRY Manager or his designee. The rate for steam service will be \$265 per calendar day of usage.	
	1.3.4	Electrical Utilities at Berths 301-314 and Drydocks 1, 2, 3 and 4	\$0.08 per KWH
		Electrical service will be metered and charged at a rate of \$0.08 per KWH of usage.	
1.4	CRANES		
	1.4.1	Crane Service at Berths 301-305, 309- 310, 312-314 and Drydocks 1, 2, 3 and 4	\$35.00 per Hour
		Crane service will be charged at a rate of \$35.00 per hour of usage plus labor and materials per Section 9.	

tem		Description	Rate
2	VESSEL	S OVER 3,000 GRT	
		llowing rates are applicable for all s over 3,000 GRT.	
2.1	DRYDOC	KING	
	2.1.1	Lift Day at Drydocks 1 and 3	\$0.25 per Tonday
		The lift day will be charged at a rate of \$0.25 per tonday. The minimum drydocking charge will be one lift day. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	Tonday
	2.1.2	Lay Day at Drydocks 1 and 3  Lay days will be charged at a rate of \$0.20 per tonday. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	<b>\$0.2</b> 0 per Tonday
	2.1.3	Lift Day at Drydock 4  The lift day will be charged at a rate of \$0.34 per tonday. The minimum drydocking charge will be one lift day. The rate includes use of hydraulic cranes. (All labor and materials for blocking, docking, undocking, hookup of services, hydraulic operation, etc., will be	<b>\$0.34</b> per Tonday

Item		Description	Rate
	2.1.4	Lay Day at Drydock 4  Lay days will be charged at a rate of \$0.28 per tonday. The rate includes use of hydraulic cranes. (All labor and materials for blocking, docking, undocking, hookup of services, hydraulic operation, etc., will be charged per Section 9.)	\$0.28 per Tonday
	2.1.5	Lift Day at Drydock 2  The lift day will be charged at a rate of \$0.30 per tonday. The minimum drydocking charge will be one lift day. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$0.30 per Tonday
	2.1.6	Lay Day at Drydock 2  Lay days will be charged at a rate of \$0.25 per tonday. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$0.25 per Tonday
2.2	BERTHAC	GE	
	2.2.1	Berths 301-305 and 312-314  Berthage will be charged at a rate of \$0.90 per footday.	\$0.90 per Footday

Item	· · · · · · · · · · · · · · · · · · ·	Description	Rate
	2.2.2	Berths 306-311  Berthage will be charged at a rate of \$0.50 per footday.	\$0.50 per Footday
2.3	UTILIT	IES	
	2.3.1	Mechanical Utilities at Berths 301-305, 312-314, and Drydocks 1, 2, 3 and 4	\$0.25 per Footday
		For each day of berthage or drydocking a rate of \$0.25 per footday will be charged for the availability of compressed air, potable water, sewer (if equipped), firemain, gas and oxygen service.	
	2.3.2	Mechanical Utilities at Berths 306-311	<b>\$0.15</b> per Footday
		For each day of berthage a rate of \$0.15 per footday will be charged for the availability of potable water, sewer (if equipped), and firemain service.	
	2.3.3	Steam Service at Berths 301-305, 309- 310, 312-314 and Drydocks 1, 2, 3, and 4	\$265.00 per Calendar Day
		Steam service is available upon application in advance to the PSRY Manager or his designee. The rate for steam service will be \$265 per calendar day of usage.	

Item		Description	Rate
	2.3.4	Electrical Utilities at Berths 301-314 and Drydocks 1, 2, 3 and 4	\$0.08 per KWH
		Electrical service will be metered and charged at a rate of \$0.08 per KWH of usage.	
2.4	CRANES		
	2.4.1	Crane Service at Berths 301-305, 309- 310, 312-314 and Drydocks 1, 2, 3 and 4	\$35.00 per Hour
		Crane service will be charged at a rate of \$35.00 per hour of usage plus labor and materials per Section 9.	

Item		Description	Rate
3	VESSELS LOA	WITHOUT A GRT AND GREATER THAN 200 FOOT	
	Tonnage	that do not have a Gross Registered and with an LOA of greater than 200 feet charged at the following schedule of rates	
3	3.1 DRYDOCK	ING	
	3.1.1	Lift Day at Drydocks 1, 3 and 4  The lift day will be charged at a rate of \$15.00 per footday. The minimum drydocking charge will be one lift day. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$15.00 per Footday
	3.1.2	Lay Day at Drydocks 1, 3 and 4  Lay days will be charged at a rate of \$8.00 per footday. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$8.00 per Footday
		Lift Day at Drydock 2  The lift day will be charged at a rate of \$16.50 per footday. The minimum drydocking charge will be one lift day. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	\$16.50 per Footday

Item		Description	Rate
	3.1.4	Lay Day at Drydock 2  Lay days will be charged at a rate of \$9.50 per footday. (All labor and materials for blocking, docking, undocking, hookup of services, etc., will be charged per Section 9.)	<b>\$9.50</b> per Footday
3.2	BERTHA	GE	
	3.2.1	Berths 301-305 and 312-314	\$0.90 per Footday
		Berthage will be charged at a rate of \$0.90 per footday.	Toolday
	3.2.2	Berths 306-311	<b>\$0.50</b> per Footday
		Berthage will be charged at a rate of \$0.50 per footday.	· occury
3.3	UTILIT	IES	
	3.3.1	Mechanical Utilities at Berths 301-305, 312-314 and Drydocks 1, 2, 3 and 4	\$0.25 per Footday
		For each day of berthage or drydocking a rate of \$0.25 per footday will be charged for the availability of compressed air, potable water, sewer (if equipped), fire main, gas and oxygen services.	

Item	· · · · · · · · · · · · · · · · · · ·	Description	Rate
4	SHORES	SIDE DRYDOCKING	
	of bei the wa	rate is available for small craft capable ng lifted by crane or other conveyance out of ter onto blocks set shoreside or for trans-of vessels between water and truck or barge.	
4.1	DRYDOC	KING	
	4.1.1	Lift Day	\$200.00 Fla Charge
		Each water borne vessel lifted out of the water for shoreside drydocking or lifted for transfer between water and truck or barge will be charged a flat charge of \$200 for the lift day plus crane rates per Section 4.4 below, and labor and materials per Section 9.	
	4.1.2	Lay Day	\$1.00 per Footday
		Water borne vessels lifted out of the water for shoreside drydocking will be charged at a rate of \$1.00 for each footday.	. Journal
4.2	BERTHA	GE	
<del></del>	4.2.1	Berths 301-314	\$0.75 per Footday

Berthage will be charged at a rate of \$0.75 per footday.

Item		Description	Rate
	3.3.2	Mechanical Utilities at Berths 306-311	\$0.15 per Footday
		For each day of berthage a rate of \$0.15 per footday will be charged for the availability of potable water, sewer (if equipped), and firemain service.	
	3.3.3	Steam Service at Berths 301-305, 309- 310, 312-314 and Drydocks 1, 2, 3 and 4	\$265.00 per Calendar Day
		Steam service is available upon application in advance to the PSRY Manager or his designee. The rate for steam service will be \$265.00 per calendar day of usage.	
	3.3.4	Electrical Utilities at Berths 301-314 and Drydocks 1, 2, 3 and 4  Electrical service will be metered and charged at a rate of \$0.08 per KWH of usage.	\$0.08 per KWH
3.4	CRANES		
	3.4.1	Crane Service at Berths 301-305, 309- 310, 312-314 and Drydocks 1, 2, 3 and 4	\$35.00 per Hour
		Crane service will be charged at a rate of \$35.00 per hour of usage plus labor and materials per Section 9.	

Item		Description	Rate
4.3	UTILIT	IES	
	4.3.1	Mechanical Utilities at Berths 301-305, 312-314 or at Shoreside Drydocking  For each day of berthage or shoreside drydocking a rate of \$0.25 per footday will be charged for the availability of compressed air, potable water, sewer (if equipped), firemain, gas and oxygen service.	\$0.25 per Footday
	4.3.2	Mechanical Utilities at Berths 306-311  For each day of berthage a rate of \$0.15 per footday will be charged for the availability of potable water, sewer (if equipped), and firemain service.	\$0.15 per Footday
	4.3.3	Steam Service at Berths 301-305 309-310, 312-314  Steam service is available upon application in advance to the PSRY Manager or his designee. The rate for steam service will be \$265.00 per calendar day of usage.	\$265.00 per Calendar Day
	4.3.4	Electrical Utilities at Berths 301-314  Electrical service will be metered and charged at a rate of \$0.08 per KWH of usage.	\$0.08 per KWH

Item		Description	
4.4	CRANES		
	4.4.1	Crane Service at Berths 301-305, 309-310, 312-314	\$35.00 per Hour

Crane service will be charged at a rate of \$35.00 per hour of usage plus labor and materials per Section 9.

Item	Description	Rate
5	BALLAST WATER TREATMENT PLANT	
	The Port of Portland operates a Ballast Water Treatment Plant for the convenience of its customers. Arrangements to transfer ballast water through the pier transfer system must be made in advance with the PSRY Manager or his designee. Truck transfers can be accepted at any time during posted hours. Due to the environmentally sensitive nature of the product, the Port of Portland reserves the right to refuse transfers of product deemed unacceptable to its plant.	
5.1	RECEIPT OF MARINE GENERATED BALLAST WATER	
	Receipt of marine generated ballast water will be charged at a rate of \$1.50 per barrel plus labor and materials per Section 9.	\$1.50 per Barrel
5.2	STORAGE OF MARINE GENERATED BALLAST WATER	
	Receipt, storage and return of marine generated ballast water will be charged at a rate of \$2.25 per barrel for the first	\$2.25 per Barrel for First 30 days
	30 days and \$0.25 per barrel per day there- after plus labor and materials per Section 9. Storage of ballast water is subject to prior approval of the PSRY Manager, or his designee, and subject to tank space available.	\$0.25 per Barrel per Da Thereafter

[tem	Description	Rate
5.3	RECEIPT OF NON-MARINE GENERATED BALLAST WATER	
	Receipt of non-marine generated oily waste water will be charged at a rate of \$3.00 per barrel plus labor and materials per Section 9.	\$3.00 per Barrel
5.4	SALT WATER BALLAST	
	Salt water ballast in quantities of 100,000 barrels or more, and which have an oil content of less than ten (10) parts per million (PPM) will be charged at a rate of \$0.50 per barrel plus labor and materials per Section 9.	\$0.50 per Barrel
5.5	MARINE SALVAGE FUELS	
	The Port is willing to offer bids to purchase marine salvage fuels. Contact the PSRY Manager, or his designee, for quotes.	As Bid

Item	Description	Rate
6	UTILITIES	
	Mechanical and electrical utilities for ship service and repair are described in Sections 1 through 4. Other rates are as follows:	
6.1	METERED SERVICE	
	6.1.1 Compressed Air	<b>\$</b> 0.03 per CCF
	6.1.2 <u>Steam Service</u>	\$265.00 per Calendar Day
	6.1.3 Water and Sewer	\$4.00 per CCF
	6.1.4 Gas Only	\$0.46 per CCF
	6.1.5 <u>Gas and Oxygen</u>	\$5.00 per CCF of Gas
	6.1.6 Electricity	\$0.08 per KWH
6.2	LEASED OR OPEN SPACE UTILITIES	

For leased buildings and open space usage of utilities, consult with the PSRY Manager, or his designee, for a quote or application of metered rate.

Item	Description	Rate
7	CRANES AND EQUIPMENT	
	The following rates apply to crane usage for non-ship repair, conversion and building functions, Port equipment rental, and heavy lift transfer equipment. Marine cargo applications will be charged in accordance with the current marine terminals tariff.	
7.1	GANTRY CRANES	
	PSRY's 16 gantry cranes are available for non-ship repair, conversion and building activities for a charge of \$100.00 per hour plus \$5.00 per ton times the total tonnage of all lifts plus labor and materials per Section 9. Ship repair, conversion and building rates are included in Sections 1 through 4.	\$100.00 per Hour plus \$5.00 per Ton
7.2	RENTAL EQUIPMENT	
	PSRY's truck crane, forklift trucks, ois skimmer, highlift, and tractor/trailer (less than ten ton loads) are available for rental at a rate of \$25.00 per hour plus labor and materials per Section 9.	\$25.00 per Hour

Item	Description	Rate
7.3	HEAVY LIFT TRANSFER	
	PSRY's tractor and trailer combination is available for use of heavy lift transfers (greater than ten ton loads) at a rate of \$150.00 per hour plus \$5.00 per ton times the total tonnage lifted plus labor and materials per Section 9.	\$150.00 per Hour plus \$5.00 per Tor

Item Description Rate 8.3 LOADING BRIDGE FACILITY DRYDOCK NO. 3 As Quoted A loading bridge facility is available for use in conjunction with Drydock No. 3. This facility is suitable for transport of constructed units (modules, ships, barges, etc.) to 1,200 short tons by rubber tired vehicles or crawlers loading onto Alaska Sealift type barges or roll-on roll-off heavy lift ships. Use of the facility will be on an as-quoted basis. The quote will include: Drydock Fees Drydock Labor and Materials Bridge Use Fee Tonnage Transfer Fees Transfer Right-of-Way Path Rental Crane Service LOADING BRIDGE FACILITY DRYDOCK NO. 4 8.4 A loading bridge facility is available for As Quoted use in conjunction with Drydock No. 4. This facility is suitable for transport of constructed units (modules, ships, barges, etc.) to 2,500 tons by rubber tired vehicles

Drydock Fees
Drydock Labor
Bridge Use Fee
Tonnage Transfer Fees
Transfer Right-of-Way Path Rental
Crane Service

or crawlers loading onto Alaska Sealift type barges or roll-on roll-off heavy lift ships. Use of the facility will be on an as-quoted

basis. The quote will include:

October 1, 1985 - Page 27

[tem	Description	Rate
8	MISCELLANEOUS	
8.1	OPEN SPACE/STORAGE	
	Shoreside areas for construction repair storage are available at a rate of \$0.06 per square foot per month. Shoreside areas for special projects can be leased on an asquoted basis. Contact the PSRY Manager, or his designee, for a quote.	\$0.06 per Sq. Ft. per Month
8.2	SMALL BOAT BASIN	
	The small boat basin is available for ship repair work boats and floats at no cost. Other commercial usages will be charged \$0.25 per footday.	<b>\$</b> 0.25 per Footday

Item	Description	Rate
8.5	MARINE SAFETY AND FIRE ASSOCIATION FEE	
	A one-time fee of \$50.00 will be charged to each ocean-going vessel entering the Columbia River System. This fee is forwarded to the Marine Safety and Fire Association, an interport group, for the financing of vessel firefighting equipment and training.	\$50.00 Flat Charge
8.6	FLOATING OIL BOOM	
	The Port maintains 1,000 feet of oil boom for emergency or rental use and is available upon application to the PSRY Manager or his designee. Floating oil boom will be charged at a rate of \$1.25 per foot for the first day and \$0.75 per foot for each calendar day thereafter plus labor and materials per Section 9.	\$1.25 per Foot for the First Day/ \$0.75 per Foot per Calendar Day Thereafter
8.7	ITEMS NOT COVERED BY SPECIFIC RATES	
	For special PSRY facility needs not covered by a specific rate, contact the PSRY Manager, or his designee, for a quote.	As Quated

Item		Description	Rate
9		LABOR AND MATERIALS	
	9.1	LABOR	
		All direct labor chargeable to a PSRY job account will be applied by the regular time or overtime rate posted in the PSRY offices. Chargeable labor is subject to a four (4) hour call-out minimum on regular time, a two (2) hour call-out minimum on overtime, shift differentials, lunch penalties, and other minimums and penalties caused by the contractor's scheduling.	As Posted
	9.2	MATERIALS AND SUBCONTRACTORS	
		All materials and subcontractors required for a PSRY job will be charged at cost plus 25 percent (25%).	Cost Plus 25%

THE PORT OF PORTLAND

SHIP REPAIR YARD USE AGREEMENT

#### PORTLAND SHIP REPAIR YARD

Amendment No. 1

WHEREAS, by an agreement between THE PORT OF PORTLAND, hereinafter referred to as Port, and NORTHWEST MARINE IRON WORKS, INC., hereinafter referred to as Contractor, dated February 1, 1985, the Port entered into a Ship Repair Yard Use Agreement, hereinafter referred to as Original Agreement, with Contractor and all other prime ship repair contractors engaging in the ship repair business at the Portland Ship Repair Yard, hereinafter referred to as PSRY, permitting the use of the PSRY in common with others, setting Contractor rights and obligations, defining the maintenance, operation, and rehabilitation of PSRY, defining fees and their uses and other general provisions; and

WHEREAS, the majority of interest of the Prime Ship Repair Contractors and the Port have entered into negotiations and have agreed to modify said Agreement;

NOW, THEREFORE, the Original Agreement is amended as follows:

#### ARTICLE II - TERM

The term of the Original Agreement shall be extended until June 30, 1990.

#### ARTICLE V - REVENUES AND RESOURCES

1. Change Section 5.03 to read as follows:

#### Section 5.03 - PSRY Use Fee

- A. For the non-exclusive use, in common with others, of the land areas described in Exhibit 1, Contractor agrees to pay a PSRY REhabilitation Fee, the rate of which shall be set from time to time as described in Section 5.08 (A).
- B. For the use of the facilities within the boundaries described in Exhibit 1, for a specific business contract, Contractor agrees to pay a PSRY Use Fee, the rate of which shall be set from time to time as described in Section 5.08 (B).

2. Change Section 5.06 as follows:

#### Section 5.06 - Application of Fees

A. Grant proceeds and revenues produced under Section 5.03 (A) in each fiscal year of the Port shall be used to fund the PSRY Rehabilitation Account.

( .

- B. Revenues produced under Section 5.03 (B) in each fiscal year of the Port shall be used in accordance with Section 5.05.
- 3. Change Section 5.07 (B) as follows:

Payments by prime ship repair contractors under Sections 5.03 (A) and 5.03 (B) shall be made as follows:

At the end of each calendar month, Contractors shall furnish to the Port, in a form agreed upon by the parties hereto, an accounting report of all billings as defined in Section 5.08 (C). The Port shall review such accounting reports for completeness and independently calculate the Rehabilitation Fee and the Use Fee in accordance with the then-current rate and render an invoice for any sum due. Payment of the Rehabilitation Fee and the Use Fee is subject to the same terms and conditions as prescribed in the then current PSRY Tariff.

4. Change Section 5.08 as follows:

#### Section 5.08 - PSRY Rehabilitation Fee and Use Fee:

- A. The PSRY Rehabilitation Fee is established at 1.4 percent of the Contractor's billings as defined in Section 5.08 (C). This rate is subject to adjustment upon agreement of the Majority of Interest of the Contractors and the Port following thirty (30) days notice of such adjustment. Quotations or bids on work made by the Contractor prior to receipt of notice shall not be subject to an increased rate.
- B. The PSRY Use Fee is established at 4.3 percent of the Contractor's billings as defined in Section 5.08 (C). This rate is subject to adjustment upon agreement of the Majority of Interest of the Contractors and the Port following thirty (30) days notice of such adjustment. Quotations or bids on work made by the Contractor prior to receipt of notice shall not be subject to an increased rate.

С. Billings are defined as all charges made by the Contractor for ship repair, conversion, or construction work which has been accomplished in whole or in part within the confines of the PSRY as defined in Exhibit 1. this includes charges made by the Contractor for subcontractors, subsidiaries, vendors, and other suppliers of goods and services, but excludes PSRY Tariff charges and bad debts for ship repair, conversation, and construction written off during the month. Bad debts written off hereunder, but later recovered shall be included in "billings" of the month in which recovery occurs. Billings used as a basis for Port charges and fees are subject to modification based on negotiations between the parties prior to application of such charges and fees.

Except as modified by this Amendment No. 1, the Original Agreement is affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names this 1st day of February, 1985.

NORTHWEST MARINE IRON WORKS, INC.	THE PORT OF PORTLAND
By William It Court	By Holen
William H. Zavin II, President	EXECUTIVE DIRECTOR
By	Ву

APPROVED AS TO LEGAL SUFFICIENCY BY COUNSEL

m B Clayform

#### THE PORT OF PORTLAND

#### SHIP REPAIR YARD USE AGREEMENT

#### PORTLAND SHIP REPAIR YARD

Amendment No. 2

WHEREAS, by an agreement between THE PORT OF PORTLAND, hereinafter referred to as Port, and NORTHWEST MARINE IRONWORKS INC., hereinafter referred to as Contractor, dated July 14, 1982, the Port entered into a Ship Repair Yard Use Agreement, hereinafter referred to as Original Agreement, with Contractor and all other Prime Ship Repair Contractors engaging in the ship repair business at the Portland Ship Repair Yard, hereinafter referred to as PSRY, permitting the use of the PSRY in common with others, setting Contractor rights and obligations, defining the maintenance, operation, and rehabilitation of PSRY, defining fees and their uses and other general provision; and

WHEREAS, the majority of interest of the Prime Ship Repair Contractors and the Port have entered into negotiations and have agreed to modify said Agreement;

NOW, THEREFORE, the Original Agreement, as previously amended by Amendment No. 1, is amended further to read as follows:

Change Section 5.08C as follows:

Billings are defined as all charges made by Contractor for ship repair, conversion, or construction work which has been accomplished in whole or in part within the confines of the PSRY as defined in Exhibit 1. This includes, but is not limited to, charges made by the Contractor for subcontractors, subsidiaries, vendors, and other suppliers of goods and services, but excludes amounts charged by Contractor for recovery of PSRY Rehabilitation Fees and Use Fees; PSRY Tariff charges; and bad debts for ship repair, conversion, and construction written off during the month. Bad debts written off hereunder, but later recovered shall be included in "billings" of the month in which recovery occurs. Billings used as a basis for Port charges and fees are subject to modification based on negotiations between the parties prior to application of such charges and fees.

Except as modified by this Amendment No. 2, the Original Agreement and Amendment No. 1 are affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names this 1 day of October, 1985.

CONTRACTOR

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THE PORT OF PORTLAND

**EXECUTIVE DIRECTOR** 

Ву_____

APPROVED AS TO LEGAL SUFFICIENCY BY COUNSEL

MB Playfrui

#### THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

EFFECTIVE OCTOBER 1, 1982

ALL PREVIOUS TARIFFS AND AMENDMENTS
THERETO ARE HEREBY CANCELLED

Issued By

THE PORT OF PORTLAND
A MUNICIPAL CORPORATION
PORTLAND, OREGON U.S.A.

THE PORT OF PORTLAND
SHIP REPAIR YARD
TARIFF NO. 36

THE ENCLOSED INCLUDES REVISIONS

APPROVED BY THE COMMISSION ON OCTOBER 13, 1982

EFFECTIVE OCTOBER 1, 1982

#### TARIFF NO. 36

#### INDEX

ITEM NO.	DESCRIPTION	REVISION NO.	PAGE NO.	EFFECTIVE DATE
1	DEFINITION	lst Revised	101	7/01/78
2	METHOD OF CHARGING FOR DRY-DOCKING	1st Revised	201	7/01/78
2.05	Lift Day	1st Revised	201	7/01/78
2.10	Lay Day	lst Revised	201	7/01/78
2.15	Delayed Undocking	lst Revised	201	7/01/78
2.20	Docking Out of Schedule	lst Revised	202	7/01/78
3	DRY DOCK RATES	lst Revised	2 0 3	7/01/78
3.05	Application	lst Revised	203	7/01/78
3.10	U.S. Government Vessels	1st Revised	203	7/01/78
3.15	Minimum Rate	1st REvised	203	7/01/78
3.17	Dredges, Derrick Scows, Barges	1st Revised	203	7/01/78
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3.25	Fractional Lay Days	3rd Revised	204	2/14/80
3.30	Cargo	Original	205	2/09/77
3.35	Services Included in Dry Dock Rates	Original	205	2/09/77
3.40	Idle Time on Dry Dock	2nd Revised	206	2/14/80
3.45	Dry Dock Cleaning	2nd Revised	206	2/14/80
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	Original	207	2/09/77
4.05	Labor Charges	Original	207	2/09/77
4.10	Extra Dock Work	Original	207	2/09/7 <b>7</b>
4.15	Limitation of Time	Original	207	2/09/77
4.20	Changes	1st Revised	207	2/09/77
5	RATES FOR AUXILIARY SERVICES	3rd Revised	208	7/01/78
5.05	Berthage for Repairs Afloat	3rd Revised	209	2/14/80
5.10	Wharfage	3rd Revised	209	2/14/80
5.13	Underwater Sonar Test Basin	2nd Revised	210	2/14/80
5.15	Vessel Cancellation	2nd Revised	210	2/14/80
6	SHORESIDE DRY-DOCKING	Original	211	2/09/77
6.05	Rate D	Original	211	2/09/77
6.10	Dry Dock Rates	Original	211	2/09/77
6.15	Rate E	Original	212	2/09/77
7	SERVICES	6th Revised	301	2/15/82
7.05	Compressed Air	6th Revised	301	2/15/82
7.10	Steam Services	5th Revised	301	10/01/81
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7.25	Water and Sewer	5th Revised	302	10/01/81
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NO.	DESCRIPTION	REVISION NO.	PAGE NO.	EFFECTIVE DATE
8	OPERATED EQUIPMENT	3rd Revised	304	2/14/80
9	MACHINE TOOLS & MISCELLANEOUS	lst Revised	305	7/01/78
10	SHORE AREAS	3rd Revised	306	2/14/80
11	MATERIAL & SUPPLIES	3rd Revised	306	2/14/80
12	VESSEL CONSTRUCTION & LAUNCH SYSTEM	lst Revised	401	7/01/78
13	ITEM CANCELLED	lst Revised	501	7/01/78
14	ITEM CANCELLED	lst Revised	502	7/01/78
15	RULES AND REGULATIONS	Original	601	2/09/77
15.03	Tools & Equipment	Original	601	2/09/77
15.06	Services	Original	601	2/09/77
15.09	Application - Responsibilities	Original	601	2/09/77
15.12	Services of Naval Architect	Original	602	2/09/77
15.15	Trim of Vessel - Assumption of Risks	Original	602	2/09/77
15.18	Moving blocks	1st Revised	603	7/01/78
15.21	Staging Lines	lst Revised	603	7/01/78
15.24	Scheduling of Vessels	Original	604	2/09/77
15.27	Oil Disposal	lst Revised	605	7/01/78
15.30	Safety Measures and Sanitation	1st Revised	605	7/01/78
15.33	Control of Gas Hazards	lst Revised	607	7/01/78
15.36	Storing Supplies	Original	608	2/09/77
15.39	Gangways from Ship to Shore	Original	608	2/09/77
15.42	Wharves and Yard Area	Original	608	2/09/77
15.45	Scows and Barges Must Vacate	Original	608	2/09/77
15.48	Security	Original	609	2/09/77
15.51	Equipment on Port Premises	Original	609	2/09/77
15.54	Inside Parking	Original	609	2/09/77
15.57	Outside Parking	Original	609	2/09/77
15.60	Mobile Equipment	Original	609	2/09/77
15.63	Force Majeure	Original	610	2/09/77
15.66	Hold Harmless	Original	610	2/09/77
15.69	Change of Rules	Original	610	2/09/77
15.72	Delinquent Invoices	Original	610a	5/01/77
16	LIMIT OF CAPACITY OF SERVICE	Original	611	2/09/77
17	POSTED LABOR RATES	lst Revised	701	7/01/78

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion,	
	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
sued:	Effective:	
une 14, 19	July 1, 19	<b>9</b> 78

#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 201 Cancels Original Page No. 201

2.05 LIFT DAY: The first 24 hours shall constitute a lift day and shall be the minimum time used for computing charges. Lift day charges accrue from the time the bow of the vessel crosses over the sill of the dry dock. However, if a vessel is docked prior to its scheduled docking time for the Port's convenience, the actual hours required to dry-dock the vessel shall be charged at lift day rates and the actual hours from the completion of dry-docking until repair work begins will be charged at idle time rates.  In the event a vessel is waiting to go on a dry dock which is already occupied, or about to be occupied, no delay shall be permitted in docking or completion of repair work, even if completion requires weekend or holiday work.  2.10 LAY DAY: A lay day shall be the 24-hour period following a lift day or any preceding lay day. A lay day shall end when the vessel clears the dry dock.  2.15 DELAYED UNDOCKING: If undocking of a vessel is delayed for	TEM NO.	METHOD OF CHARGING AND RATES
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2.15 DELAYED UNDOCKING: If undocking of a vessel is delayed for		lift day or any preceding lay day. A lay day shall end when
		the vessel clears the dry dock.
	2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for
the Port's convenience after the expiration of a chargeable		the Port's convenience after the expiration of a chargeable
	ied: e 14, 197	Effective:

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Cancels

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

Original Page No. 202

ITEM NO.	METHOD OF CHARGING AND RATES	
	period, the tariff charge shall accrue only to the end of such chargeable period.	
2.20	DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be borne by the Port.	

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Cancels
Original Page No. 203

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3	DRY DOCK RATES	
3.05	Dry dock rates apply to gross tonnage of vessel when officially	
	registered subject to the qualifications stated below.	
	Users are advised to check with the Port regarding the	
	application of these qualifications.	
3.10	Vessels operated by the U.S. Government, the gross tonnages	
	of which are not recorded, will be dry-docked at the rates	
	listed below; tonnages to be based on those listed in the	
	specifications subject to our verification, or acutal dis-	
	placement when entering dry dock.	
3.15	For self-propelled ocean-going vessels (excluding tugs),	
	the minimum daily dry dock rate shall be \$2,500 except for	
	idle time on dry dock, see Item 3.40.	
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official	
	tonnage will be used when available. Otherwise, gross	
	tonnage will be determined by hull overall dimensions thus:	
	$\frac{\text{Length x Beam x Depth}}{100} = \text{G.T.}$	
	100	
sued:	Effective:	

June 14, 1978

3rd Revised Page No. 204
Cancels

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

2nd Revised Page No. 204

TEM NO.	METHOD OF CHA	ARGING AND RATES				
3.20	RATES					
		Lift Day	Lay Day			
	RATE A					
	Vessels having a	Rates per	Rates per			
	registered gross	registered	registered			
	tonnage of	gross ton	gross ton			
	1,500 tons or over					
	(1) Vessels less than		40.41			
	84' beam	\$0.46	\$0.41			
	(2) 84' to 106' beam	0.48	0 41			
	(3) 106' to 139' beam	0.51	0.44			
	(4) 139' and over beam	0.58	0.51			
	RATE B					
	Vessels docked on Dock 2		·			
	with gross tonnage over					
	12,000 tons will be dis-					
	counted 10 percent on		ĺ			
	above RATE A lift day					
	and lay day charges.					
	RATE C					
	Vessels having a					
	registered gross		Ì			
	tonnage under		i			
	1,500 tons	\$3.54 per foot	\$3.07 per foot			
	Minimum time for computing of	charges - one lift d	ay			
3.25	FRACTIONAL LAY DAYS: Lay days will be prorated in one-half					
-	days when dry dock work is completed in less than a half					
	a lay day.					
sued:			Effective:			
hruery 1	3. 1980		February 14, 1980			

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.	
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include the following facilities to the extent of availability and subject to the limits given. All labor at posted rates.  1. Compressed Air (contractor must make connection to vessel).  2. River water pump (contractor must make connection to vessel).  3. Steel skips.  4. Concrete test blocks.  5. Floodlights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25 percent. Lamps not to be included with above equipment.)  6. When two or more vessels are dry-docked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels, dry dock haul and lay day rates will apply to each vessel.  7. Moving a vessel on blocks: Contractor will be charged for all labor at posted rates and any additional moves for labor at posted rates	

Issued:

February 9, 1977

Effective: February 9, 1977

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.	
	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.	
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs. Blocks damaged by removal to effect repairs to a vessel will be charged extra.	
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special	
ssued:	Effective:	
ebruary 9,	1977 February 9	, 1977

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Cancels

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	METHOD OF CH	HARGING AND RATES		
	8. Labor for building and docks except that port	d placing blocks and operating dry		
	1	y Rate C for dry-docking will be		
	charged for all service	ces received at the posted rate for		
	such services. Paymen	nt of all services used will be in		
	addition to payment in	n accordance with Rate C above.		
3.40	IDLE TIME ON DRY DOCK: A	charge of \$0.89 per linear foot of		
	overall length per day or	fraction, to the nearest dollar,		
	minimum charge \$100.00 plus	s the regular tariff rate for all		
	services and facilities use	ed during the idle period will be		
	made for vessels on dry doo	ck Saturdays, Sundays and/or holidays,		
	if dry dock work is not per	rformed. THE PROVISION HEREIN FOR		
	IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER  VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL			
	DRY DOCK CHARGE WILL BE API	PLICABLE.		
3.45	DRY DOCK CLEANING: Rates	for cleaning sand and other abra-		
sives from the dry docks are as f		re as follows:		
	Sweep Blasting	\$ 0.030 per sq. ft. cleaned		
	Commercial Blasting	\$ 0.053 per sq. ft. cleaned		
	Bare Metal Blasting	\$ 0.089 per sq. ft. cleaned		
	Spot Blasting	\$26.55 per ton abrasive used		
ssued:		Effective:		
ebruary 13	3. 1980	February 14, 1980		

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SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES
	arrangement with the Port of Portland. Request for such scheduling shall be submitted in writing.
4.20	CHANGES: All rates and conditions herein are subject to change at the discretion of the Port of Portland, but not so as to increase dry dock, crane and berthage charges (excludes utilities and labor) on a vessel definitely booked for a specific dry docking date. This rate protection shall not apply to bookings made in excess of twelve months in advance of the dry docking commencement date.
Issued: June 14, 1	Effective: July 1, 1978

#### THE PORT OF PORTLAND 3rd Revised Page No. 209 Portland, Oregon

SWAN ISLAND SHIP REPAIR YARD

Cancels

•••			171110	2nd	Revised	Page	No.	209
	TARIFF NO.	36						

ITEM NO.	METHOD OF CHARGING AND RATES
5	RATES FOR AUXILIARY SERVICES
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to tie at Berths 301 through 314 for the purpose of effecting repairs and/or alterations, the following charges shall apply:
	Rate: \$0.47 per linear foot overall length per 24-hour day or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.35 per linear foot overall length per 24-hour day or fraction, to the nearest dollar. The minimum charge is \$25.00 per 24-hour day or fraction thereof.
	Berthage is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, nonexclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock.
5.10	WHARFAGE: While a vessel is permitted to tie at piers when not under repairs the following rate shall apply:
ssued:	Effective:
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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 210

ITEM NO.	METHOD OF CHARGING AND RATES
	Rate: For the vessels lying idle at Berths 301 through 314, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.
ssued:	Effective:
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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES			
6	SHORESIDE DRY-DOCKING			
6.05	RATE D			
6.10	SMALL VESSELS: Owners or agents applying for shoreside dry-docking must apply in person at the Swan Island Ship Repair Yard business office to make dry-docking arrangement.  DRY DOCK RATES: Waterborne vessels including tugs, pleasure craft and barges may be lifted out of the water for shoreside dry-docking or other purposes under the following provisions:			
	<ol> <li>Dry-docking or lift day charges \$100.00 plus \$2.00 per ton in excess of five-ton displacement for one crane. This charge is for the first hour of crane use only. Additional crane service at tariff rates for cranes.</li> <li>Lay day charges will be \$20.00 per day per vessel.</li> <li>Undocking day charges will be crane service charges only.</li> <li>Displacement tonnage shall be determined by the Marine Manager or his assistants from the length, breadth and draft of the vessel, using an appropriate block coefficient.</li> <li>If undocking occurs during the 24-hour docking day period, the docking day charge only shall apply.</li> <li>Small vessels unloading from truck or rail car to river, or from river to truck or rail car, will be charged the same as Item 1 above.</li> </ol>			
Issued: Effective:				
February 9	, 1977 February 9, 1977			

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### Portland, Oregon

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES				
	7. Vessels whose displacement indicates weight beyond or				
	near the capacity of the available facilities to lift, or				
	vessels which may constitute a hazard will not be lifted.				
	8. The Port of Portland assumes no responsibility for				
	safety or security of any vessel either while being				
	lifted or while on the blocks.				
i	9. All blocks and rigging lines below the gantry hook,				
	spreader bars, or any other tackle of any kind are to be				
	furnished by ship repair contractors. All rigging is to				
	be done by ship repair contractors.				
	10. The Marine Director of the Port of Portland or his assis-				
·	tants shall have the right to require additional cranes				
	or to refuse to lift any vessel.				
6.15	RATE E				
į	CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT,				
:	ETC., PERTAINING TO SHIP REPAIR WORK: For crane service				
	handling structural steel, equipment, etc., from or to truck,				
	rail, barge or storage, the following rates will apply. For				
	loads of less than ten (10) tons, regular tariff rate. For				
	loads in excess of ten (10) tons, the rate of \$100.00 plus				
	\$2.00 per ton in excess of ten tons for each lift. This				
	charge to cover the first hour, after which regular crane				
	rates will apply.				
ued:	Effective:				
bruary 9,					

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

6th Revised Page No. 301
Cancels
5th Revised Page No. 301

ITEM NO.	SERVICES, EQUIPMENT, TOOLS SHORE AREAS, MA	TERIALS & SUPPLIES				
7	SERVICES					
	The following services are available to the limit of installed					
	capacity. Charges will be made at the rate					
	Connnection of the services is the responsi	bility of the				
	contractor.					
		Rate per hour or fraction				
7.05	COMPRESSED AIR	(Minimum charge one hour)				
	Non-Metered - per ship or operation using air.					
	Minimum of one hour	\$ 7.00				
	Metered - Per ship or operation					
	using air Minimum of 20,000 CCF	\$ 0.027/CCF				
7.10	STEAM SERVICE	(Minimum charge eight hours)				
	Sufficient notice must be given for placing plant on the line					
	Per ship or operation using steam	\$33.00				
7.15	ELECTRICITY					
	Per KWH	\$ 0.081 per KWH				
lancad:		P. C.				
<pre>Issued:    February I</pre>	0. 1982	Effective: October 1, 1982				
Tentuary 1	.0, 1702	· .				

5th Revised Page No. 303
Cancels

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

4th Revised Page No. 303

L	
ITEM NO. S	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
t c sh me	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES  o reach an oil content of ten (10) parts per million or less hall have an input rate of \$0.41 per barrel provided arrange- ents have been made in advance with the shipyard manager.  vertime labor shall be billed at posted rates.
issued: September 30.	Effective: 1981 October 1, 1981

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

3rd Revised Page No. 304
Cancels

2nd Revised Page No. 304

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREA	AS, MATERIALS & SUPPLIES	
8	OPERATED EQUIPMENT		
	The following operated equipment is available. Charges will		
	be made at the rates specified, plus the operator(s) at posted		
	1		
	straight-time or overtime rates. Straight-time rates shall		
	apply when the operators are on a straight-time operating basis only, otherwise overtime rates will apply. Minimum		
	charge: one hour.		
		Data D. T.	
		Rate Per Hour Or Fraction Thereof	
		of Fraction inerest	
•	Gantry crane (25- to 120-ton	ĺ	
	capacity)	\$ 29.50 plus operator	
	Mobile truck crane	\$ 23.60 plus operator	
		and driver	
	Mobile truck crane outside		
	ship repair yard fence (except when engaged in	\$ 40.00 plus operator	
	ship repair activity)	and driver	
	Diesel motor tractor with		
	trailer	\$ 30.70 plus operator	
	Diesel motor tractor without		
	trailer	\$ 15.30 plus operator	
	50-ton trailer (without tractor)	\$ 15.30	
	Forklift trucks Hi-Lift	\$ 13.00 plus operator \$ 18.90 plus operator	
	Loader	\$ 22.40 plus operator	
	Log bronc	\$ 23.60 plus operator	
	Oil skimmer in transit X-2	\$ 94.40 plus operator	
	Oil skimmer in operation X-2	\$188.80 plus operator	
	Oil skimmer in transit X-3	\$ 47.20 plus operator	
	Oil skimmer in operation X-3	\$ 94.40 plus operator	
	Work boat Signe I	\$ 59.00 plus operator	
	<del></del>		
sued:	_	Effective:	
ebruary l	3, 1980	February 14, 1980	

1st Revised Page No. 305 Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

Original Page No. 305

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MA	TERIALS & SUPPLIES
9	MACHINE TOOLS AND MISCELLANEOUS	
	The following tools are available for use if Yard by regular tenants of the yard. Lesse for equipment while in his possession, and equipment in good condition. Any repairs not for the account of the Lessee.	e shall be responsible shall return
		Rate Per Day*
		Or Fraction
	Drill (radial) Lathe 20 in. Lathe 18 in. 36-inch jointer Band saw - each Air hammer Large impact wrench, 2 1/2-in. drive Motor generator set	\$17.00 35.00 30.00 9.00 12.00 16.00 12.00 45.00
	* Minimum rental one (1) day	
ssued: June 14, 19	78	Effective: July 1, 1978

3rd Revised Page No. 306
Cancels

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 306

:	
ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
10	SHORE AREAS
	Shore areas for construction, repair and storage of tanks,
	structural steel, construction equipment, etc., shall be
	provided as available at the rate of \$0.06 per square foot per
	month or fraction thereof.
	# # #
11	MATERIAL AND SUPPLIES
	The Port of Portland cost plus 25 percent.
ssued:	Effective:
ebruary 1	

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401

Cancels

Original Page No. 401

ITEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTEM
12	VESSEL CONSTRUCTION AND LAUNCH SYSTEM
	Rates and terms for usage of the Vessel Construction and Launch System are subject to negotiation.
sued:	Effective:

June 14, 1978

July 1, 1978

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.	
13 Item Cancelled	
	·
Issued: June 14, 1978	Effective: July 1, 1978

#### THE PORT OF PORTLAND

Portland, Oregon 1st Revised Page No. 502

Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 502 TARIFF NO. 36

ITEM NO.		
14	Item Cancelled	
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Issued: June 14, 19	Effective: July 1, 19	78

Original Page No. 601

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
15	RULES AND REGULATIONS
15.03	TOOLS AND EQUIPMENT: Tools and equipment are available under the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.
15.06	SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will

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ITEM NO.	RULES AND REGULATIONS	
	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.	
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to determine the accuracy of the subject information. All such services will be billed at cost to the vessel.	
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibilty in such cases for damage to dry docks, vessel, cargo	
sued: February 9,	Effective: February	9, 197

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

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Original Page No. 603

ITEM NO.	RULES AND REGULATIONS	
	or other property or to persons. No weight or water ballast shall be shifted, added or removed while the vessel is in dry dock unless such change in weight is authorized in advance by the Port and an accurate record thereof is kept by the master or a person in charge.	
	Any damage to the dock or wharves or property connected there- with, caused by negligence or any other fault of the party, will be charged to the responsible party.	
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.	
15.21	STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.	
l Issued:		
June 14, 197		ļ

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ITEM NO.	RULES AND REGULATIONS	
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.	
	All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.  The user will be responsible for all damage to wheel staging	
	while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.	
15.24	SCHEDULING OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:	
	<ol> <li>A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.</li> <li>Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.</li> </ol>	
ssued:	Effective:	····
February 9,	1977 February	9, 1977

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS	
	3. Ocean-going vessels shall have priority over river craft,	
	barges and nonpropelled craft. Ocean-going barges running	
	on schedule as steamship liners have the same priority as	
	other ocean-going vessels.	
	4. In no case shall a dry dock be held vacant waiting for a	
	vessel not at berth for docking at the time the dry dock	
	becomes available. Such a vessel will automatically lose	
	any scheduling advantage and must reschedule.	
	5. In the event that two vessels apply for docking on the same	
	day, and it is possible to dock only one on that particular	
	day, the ship scheduled first shall have preference,	
	provided that all factors are equal.	
	6. The Port of Portland reserves to itself the right to	
	assign the dry dock to be made available for any vessel.	
	7. Nothing contained herein shall be construed as a guarantee	
	by the Port of Portland of any dry-docking date.	
15.27	OIL DISPOSAL: Vessels must make provisions that fuel oil will	
	not be discharged while on dry dock or afloat at wharves.	
	The Port of Portland reserves the right to remove oil dis-	
	charged in violation of this rule by any means it chooses,	
	and the cost of such removal or attempt to remove such oil	
	will constitute a charge against the vessel in addition to the	
	dock dues. Vessels and contractors will be held responsible	
	for acts of their employees.	
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or	
	wharves must at all times keep the same clear of dirt and	
Issued: Effective:		
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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO. RULES AND REGULATIONS rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal. All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible. Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.

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1st Revised Page No. 607 Cancels

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways	
	in use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
	or tank barge shall be moored at Swan Island for the specific	
	purpose of gas freeing exclusively. Vessels being repaired	
	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	
	designate an isolated berth as called for in the regulations	
	listed above.	
sued:	Effective:	
une 14, 1	978 July 1, 1978	

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ITEM NO.	RULES AND REGULATIONS	
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products, or other product or material which might create an unusual risk. No kerosene, gasoline, solvents, paints, paint thinners or other explosive or flammable materials will be allowed to remain on the docks or wharves. All such material must be stored in a manner approved by the government officials having jurisdiction.	
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility of the repair contractor to install and remove gangways and ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the dry dock shall move at the vessel's expense at any time they are requested to do so by the Marine Manager of the Port or his assistants. Assignment of use of yard area will be under control of the Port, and any area assigned will be subject to charges under the tariff.	
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate the dry dock upon order of the dry dock authorities whenever the dry dock is required for other work, and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.	
Issued:	Effective:	
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15.48	SECURITY: In the interest of security, identification badges
	may be required for persons entering the dry dock area when considered necessary by the Port.
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.
15.54	INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be done on the dry docks.

Original Page No. 610

ITEM NO.	RULES AND REGULATIONS	
15.63	FORCE MAJEURE: In the event operations are suspended by Force Majeure and the yard cannot be used for its intended purpose, the obligations of the Port shall be suspended. The term "Force Majeure" means any cause not reasonably within the direct or indirect control of the Port, including but not limited to Acts of God, strikes, lockouts, or indus- trial disturbances, act of the public enemy, war, blockade, public riot, landslides, lightning, earthquakes, fire, storm,	
15.66	HOLD HARMLESS: The contractor and the vessel owner agree jointly and severly to indemnify and save and hold harmless the Port of Portland, its Commissioners, agents or employees and the United States of America (Department of the Navy) from and against all claims and actions and expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or their property, caused by the fault or negligence of the contractor, its agents or employees in the use or occupancy of the ship repair facilities and equipment; provided further that the Port of Portland shall give to the contractor and the vessel owner prompt and reasonable notice of any such claims or actions and the contractor and vessel owner shall have the	
15.69	right to investigate, compromise and defend same.  CHANGE OF RULES: These rules and regulations are subject to change when necessary in the judgement of the Port of Portland.	
lssued: February 9,	Effective: 1977 February 9, 19	77

lst Revised Page No. 610a Cancels

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

Original Page No. 610a


December 1, 1981

ITEM NO.	RULES AND REGULATIONS	
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation.	
	Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of 45 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge.	
	The delinquency charge of 1½ percent per month (18 percent per year) will be charged for one month and each month thereafter, if invoice is not paid within 45 days of invoice	
	date; provided, however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.  Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including	
	legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts.	٠
ssued:	Effective:	

December 1, 1981

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS	
17	POSTED LABOR RATES	
	All services will be performed at the posted labor rates in	
	effect at the time the service is performed. Current posted	
	rates may be obtained at the Ship Repair Yard office.	
	MD/P/AP	
: !		
Issued:	Effective	
June 14, 19	July 1, 197	8 .

Original Page No. 611

ITEM NO.	RULES AND REGULATIONS	
16	LIMIT OF CAPACITY OF SERVICE	
16	All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Marine Director and his assistants shall be complied with promptly and continuously. The right is reserved by the Marine Director and his assistants to cancel permissions given hereunder at any time and without recourse.	
ssued: Tebruary 9,	Effective: 1977 February 9,	1077

Ship Repair Yard Tariff No. 36

Effective: September 1, 1982

LABOR	RATES		EQUIPMENT - PLUS - LA	BOR RATES (1)		
	Straight time	<u>Overtime</u>			Straight '	time Overtime
	\$32.50	\$50.00	Gantry Crane (25 to 120 ton capacity)	\$29.50	\$62.00	\$79.50
			Mobile Truck Crane	23.60*	88.60	123.60
			Mobile Truck Crane outside SRY	40.00*	105.00	140.00
			Diesel Motor Tractor with Trailer	30.70	63.20	80.70
			Diesel Motor Tractor without Trailer	15.30	47.80	65.30
			50-Ton Trailer (without tractor)	15.30	47.80	65.30
			Forklift Truck	13.00	45.50	63.00
			Hi-Lift	18.90	51.40	68.90
			Loader	22.40	54.90	72.40
			Log Bronc	23.60	56.10	73.60
			Oil Skimmer in transit X-2	94.40	126.90	144.40
			Oil Skimmer in operation X-2	188.80	221.30	238.80
			Oil Skimmer in transit X-3	47.20	79.70	97.20
			Oil Skimmer in operation X-3	94.40	126.90	144.40

Rates are based on labor of one crane operator except where starred (*), which indicates additional labor of one crane oiler.

THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

EFFECTIVE FEBRUARY 15, 1982

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

Issued By

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

THE PORT OF PORTLAND
SHIP REPAIR YARD
TARIFF NO. 36

THE ENCLOSED INCLUDES REVISIONS

APPROVED BY THE COMMISSION ON FEBRUARY 10, 1982

EFFECTIVE FEBRUARY 15, 1982

#### TARIFF NO. 36

#### INDEX

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2.05	Lift Day	1st Revised	201	7/01/78
2.10	Lay Day	1st Revised	201	7/01/78
2.15	Delayed Undocking	lst Revised	201	7/01/78
2.20	Docking Out of Schedule	1st Revised	202	7/01/78
3	DRY DOCK RATES	lst Revised	203	7/01/78
3.05	- Application	1st Revised	203	7/01/78
3.10	U.S. Government Vessels	1st Revised	203	7/01/78
3.15	Minimum Rate	1st REvised	203	7/01/78
3.17	Dredges, Derrick Scows, Barges	lst Revised	203	7/01/78
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3.25	Fractional Lay Days	3rd Revised	204	2/14/80
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7.20	Heavy Unit Transfer	5th Revised	302	10/01/81
7.25	Water and Sewer	5th Revised	302	10/01/81
7.30	Gas-Oxygen System	5th Revised	302	10/01/81
7.35	Receipt of Oily Waste	5th Revised	302	10/01/81

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ITEM NO.	DESCRIPTION	REVISION NO.	PAGE NO.	EFFECTIVE DATE
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12	VESSEL CONSTRUCTION & LAUNCH SYSTEM	lst Revised	401	7/01/78
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15.48	Security	Original	6.09	2/09/77
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15.69	Change of Rules	Original	610	2/09/77
15.72	Delinquent Invoices	Original	610a	5/01/77
16	LIMIT OF CAPACITY OF SERVICE	Original	611	2/09/77
17	POSTED LABOR RATES	lst Revised	701	7/01/78

1st Revised Page No. 101

Cancels

Original Page No. 101

ITEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion,	
	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
ued:	Effective:	

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 201

Cancels

Original Page No. 201

ITEM NO.	METHOD OF CHARGING AND RATES
2	METHOD OF CHARGING FOR DRY-DOCKING
2.05	LIFT DAY: The first 24 hours shall constitute a lift day and shall be the minimum time used for computing charges. Lift day charges accrue from the time the bow of the vessel crosses over the sill of the dry dock. However, if a vessel is docked prior to its scheduled docking time for the Port's convenience, the actual hours required to dry-dock the vessel shall be charged at lift day rates and the actual hours from the completion of dry-docking until repair work begins will be charged at idle time rates.
	In the event a vessel is waiting to go on a dry dock which is already occupied, or about to be occupied, no delay shall be permitted in docking or completion of repair work, even if completion requires weekend or holiday work.
2.10	LAY DAY: A lay day shall be the 24-hour period following a lift day or any preceding lay day. A lay day shall end when the vessel clears the dry dock.
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for the Port's convenience after the expiration of a chargeable
sued: ne 14, 197	Effective: July 1, 1978

1st Revised Page No. 202
Cancels

SWAN ISLAND SHIP REPAIR YARD

TARIFF NO. 36

Original Page No. 202

ITEM NO.	METHOD OF CHARGING AND RATES	
·	period, the tariff charge shall accrue only to the end of such chargeable period.	
2.20	DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be borne by the Port.	
sued:	Effective	<u></u> :
ıne 14, 197		

1st Revised Page No. 203 Cancels Original Page No. 203

#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

		· · · · · · · · · · · · · · · · · · ·
ITEM NO.	METHOD OF CHARGING AND RATES	
3	DRY DOCK RATES	
3.05	Dry dock rates apply to gross tonnage of vessel when officially registered subject to the qualifications stated below.  Users are advised to check with the Port regarding the application of these qualifications.	
3.10	Vessels operated by the U.S. Government, the gross tonnages of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or acutal displacement when entering dry dock.	
3.15	For self-propelled ocean-going vessels (excluding tugs), the minimum daily dry dock rate shall be \$2,500 except for idle time on dry dock, see Item 3.40.	
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:    Length x Beam x Depth   G.T.	
Issued: June 14, 1	Effective: 978 July 1, 19	78

3rd Revised Page No. 204
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 204

rem no.	METHOD OF CH.	ARGING AND RATES	
3.20	RATES		·
		Lift Day	Lay Day
	RATE A	LIIL Day	Lay Day
	Vessels having a	Rates per	Rates per
	registered gross	registered	registered
	tonnage of	gross ton	gross ton
	1,500 tons or over		
	(1) Vessels less than		
	84' beam	\$0.46	\$0.41
	(2) 84' to 106' beam	0.48	0 41
	(3) 106' to 139' beam	0.51	0.44
	(4) 139' and over beam	0.58	0.51
	RATE B		
	Vessels docked on Dock 2		
	with gross tonnage over		i
	12,000 tons will be dis-		
	counted 10 percent on		
	above RATE A lift day		j
	and lay day charges.		,
	RATE C		
	Vessels having a		
	registered gross		
	tonnage under		
	1,500 tons	\$3.54 per foot	\$3.07 per foot
	Minimum time for computing	charges — one lift d	ay
3.25	FRACTIONAL LAY DAYS: Lay d	ays will be prorated	in one-half
	days when dry dock work is	completed in less th	an a half
	a lay day.	•	
sued:			Effective:
	3. 1980	•	February 14, 1980

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.	
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include the following facilities to the extent of availability and subject to the limits given. All labor at posted rates.  1. Compressed Air (contractor must make connection to vessel).  2. River water pump (contractor must make connection to vessel).  3. Steel skips.	
	<ol> <li>Concrete test blocks.</li> <li>Floodlights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25 percent. Lamps not to be included with above equipment.)</li> <li>When two or more vessels are dry-docked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels, dry dock haul and lay day rates will apply to each vessel.</li> <li>Moving a vessel on blocks: Contractor will be charged for all labor at posted rates and any additional moves for labor at posted rate.</li> </ol>	

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Effective:

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Cancels

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

lst Revised Page No. 206

9. 3.40 IDLE	docks except that por All vessels covered be charged for all servious. Payme	nd placing blocks and operating dry rtion on overtime.  by Rate C for dry-docking will be ices received at the posted rate for ent of all services used will be in in accordance with Rate C above.
l		
servi made if dr IDLE VESSE	Il length per day or um charge \$100.00 pluces and facilities us for vessels on dry down dock work is not perime RATES SHALL NOT	charge of \$0.89 per linear foot of fraction, to the nearest dollar, as the regular tariff rate for all sed during the idle period will be ock Saturdays, Sundays and/or holidays, erformed. THE PROVISION HEREIN FOR APPLY IN THE EVENT THAT ANOTHER N DRY DOCK. IN THIS CASE THE FULL PPLICABLE.
sives	OCK CLEANING: Rates from the dry docks a Sweep Blasting Commercial Blasting Bare Metal Blasting Spot Blasting	

Original Page No. 207

ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.	
	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.	
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs. Blocks damaged by removal to effect repairs to a vessel will be charged extra.	
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special	·
Issued: Effective:		
February 9, 1977 February 9, 1977		

SWAN ISLAND SHIP REPAIR YARD

1st Revised Page No. 208
Cancels
Original Page No. 208

TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
	arrangement with the Port of Portland. Request for such	
	scheduling shall be submitted in writing.	
4.20	CHANGES: All rates and conditions herein are subject to	
	change at the discretion of the Port of Portland, but not so	
	as to increase dry dock, crane and berthage charges (excludes	
	utilities and labor) on a vessel definitely booked for a specific dry docking date. This rate protection shall not	
	apply to bookings made in excess of twelve months in advance	
	of the dry docking commencement date.	
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	<b>Q</b>	
ed:	Effective	<u> </u>

3rd Revised Page No. 209
Cancels

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 209

ITEM NO.	METHOD OF CHARGING AND RATES	
5	RATES FOR AUXILIARY SERVICES	·
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to tie at Berths 301 through 314 for the purpose of effecting repairs and/or alterations, the following charges shall apply:	
	Rate: \$0.47 per linear foot overall length per 24-hour day or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.35 per linear foot overall length per 24-hour day or fraction, to the nearest dollar. The minimum charge is \$25.00 per 24-hour day or fraction thereof.	
	Berthage is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, nonexclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock.	
5.10	WHARFAGE: While a vessel is permitted to tie at piers when not under repairs the following rate shall apply:	
ssued:	Effective:	
February 1	3, 1980 February 14, 1980	

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 210
Cancels

1st Revised Page No. 210

TEM NO.	METHOD OF CHARGING AND RATES
•	Rate: For the vessels lying idle at Berths 301 through 314, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.
l ued:	Effective:

Original Page No. 211

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
6	SHORESIDE DRY-DOCKING	
6.05	RATE D	
	SMALL VESSELS: Owners or agents applying for shoreside dry-docking must apply in person at the Swan Island Ship Repair Yard business office to make dry-docking arrangement.	
6.10	DRY DOCK RATES: Waterborne vessels including tugs, pleasure craft and barges may be lifted out of the water for shoreside dry-docking or other purposes under the following provisions:	
	<ol> <li>Dry-docking or lift day charges \$100.00 plus \$2.00 per ton in excess of five-ton displacement for one crane. This charge is for the first hour of crane use only. Additional crane service at tariff rates for cranes.</li> <li>Lay day charges will be \$20.00 per day per vessel.</li> <li>Undocking day charges will be crane service charges only.</li> <li>Displacement tonnage shall be determined by the Marine Manager or his assistants from the length, breadth and draft of the vessel, using an appropriate block coefficient.</li> <li>If undocking occurs during the 24-hour docking day period, the docking day charge only shall apply.</li> <li>Small vessels unloading from truck or rail car to river, or from river to truck or rail car, will be charged the same as Item 1 above.</li> </ol>	

February 9, 1977

February 9, 1977

#### THE PORT OF PORTLAND Original Page No. 212 Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES
	<ol> <li>Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.</li> <li>The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.</li> <li>All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by ship repair contractors. All rigging is to be done by ship repair contractors.</li> <li>The Marine Director of the Port of Portland or his assistants shall have the right to require additional cranes</li> </ol>
6.15	RATE E  CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT, ETC., PERTAINING TO SHIP REPAIR WORK: For crane service handling structural steel, equipment, etc., from or to truck, rail, barge or storage, the following rates will apply. For loads of less than ten (10) tons, regular tariff rate. For loads in excess of ten (10) tons, the rate of \$100.00 plus \$2.00 per ton in excess of ten tons for each lift. This charge to cover the first hour, after which regular crane rates will apply.
Issued:	Effective:
February 9	
	1 cordary 9, 1977

#### THE PORT OF PORTLAND

Portland, Oregon

6th Revised Page No. 301 Cancels

5th Revised Page No. 301

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

rem no.	SERVICES, EQUIPMENT, TOOLS SHORE AREAS, MATERIALS & SUPPLIES			
7	SERVICES			
	The following services are available to the limit of installed			
	capacity. Charges will be made at the rates specified.			
	Connnection of the services is the responsi	Connnection of the services is the responsibility of the		
	contractor.			
		Rate per hour or fraction		
7.05	COMPRESSED AIR	(Minimum charge one hour)		
	Non-Metered - per ship or operation using air.			
	Minimum of one hour	\$ 7.00		
	Metered - Per ship or operation			
	using air Minimum of 20,000 CCF	\$ 0.027/CCF		
7.10	STEAM SERVICE	(Minimum charge eight hours)		
	Sufficient notice must be given for placing plant on the line			
	Per ship or operation using steam	\$33.00		
7.15	ELECTRICITY			
·	Per KWH	\$ 0.065 per KWH		
sued:		Effective:		

February 10, 1982

February 15, 1982

5th Revised Page No. 302
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

4th Revised Page No. 302

rem no.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES		
7.20	HEAVY UNIT TRANSFER: Any heavy unit of fabrication, modules, boats, etc., transported through the shipyard by rail, lowboy,		
	rollers, skids, etc., for transshipment shall bear a facility use charge of \$10.00 per ton of 2,000 pounds.		
7.25	WATER AND SEWER		
	City water	\$3.80 per 100 cu. ft.	
		Minimum charge \$5.00	
		per usage	
	River water pump operation	\$3.00/hour or fraction	
7.30	GAS-OXYGEN SYSTEM: Natural gas shall be billed, based on the		
	meter readings, and rates set by	P.U.C. Oxygen shall be	
	billed at the rate of \$1.53 per hundred cubic feet. Oxygen		
	consumption will be determined by allocating gross oxygen		
	consumption in an amount proportional to the natural gas used.		
7.35	RECEIPT OF OILY WASTE: Charge f	or receipt of oil-water mix-	
	tures is \$2.95 per barrel, unless the waste is generated in		
	conjunction with ship repair activity, in which case the charge		
	is \$0.94 per barrel. The Port o	f Portland reserves the right	
	to refuse to receive wastes. Sa	lt water ballast in quantities	
	of 100,000 barrels or more which	does not require heating	
ued:		Effective:	
ptember .	october 1, 1981 October 1, 1981		

5th Revised Page No. 303
Cancels

SWAN ISLAND SHIP REPAIR YARD

4th Revised Page No. 303

TARIFF NO. 36

TIEM NO. SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES  to reach an oil content of ten (10) parts per million or less shall have an input rate of \$0.41 per barrel provided arrangements have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.			
shall have an input rate of \$0.41 per barrel provided arrangements have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.	ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
Issued: Effective:	-	shall have an input rate of \$0.41 per barrel provided arrange- ments have been made in advance with the shipyard manager.	
Issued: Effective:			
Issued: Effective:			
Issued: Effective:			
Issued:	:		
ssued: Effective:			
issued: Effective:			
September 30. 1981 October 1, 1981			

3rd Revised Page No. 304
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 304

ITEM NO. SERVICE	ES, EQUIPMENT, TOOLS, SHORE ARE	AS, MATERIALS & SUPPLIES
8	OPERATED EQUIPMENT	
j	lowing operated equipment is av	
1	at the rates specified, plus t t-time or overtime rates. Stra	
	hen the operators are on a stra	
1	nly, otherwise overtime rates w	
1	one hour.	apply. Hilliam
		Rate Per Hour Or Fraction Thereof
	ntry crane (25- to 120-ton capacity) bile truck crane	\$ 29.50 plus operator \$ 23.60 plus operator
	bile truck crane outside ship repair yard fence (except when engaged in ship repair activity)	and driver \$ 40.00 plus operator and driver
	esel motor tractor with trailer	\$ 30.70 plus operator
50 Fo	esel motor tractor without trailer -ton trailer (without tractor) rklift trucks	\$ 15.30 plus operator \$ 15.30 \$ 13.00 plus operator
Lo	-Lift ader g bronc	\$ 18.90 plus operator \$ 22.40 plus operator \$ 23.60 plus operator
0i 0i 0i	l skimmer in transit X-2 l skimmer in operation X-2 l skimmer in transit X-3	\$ 94.40 plus operator \$188.80 plus operator \$ 47.20 plus operator
	l skimmer in operation X-3 rk boat Signe I	\$ 94.40 plus operator \$ 59.00 plus operator
ssued:		Effective:
February 13, 1980		February 14, 1980

1st Revised Page No. 305
Cancels

SWAN ISLAND SHIP REPAIR YARD

Original Page No. 305

TARIFF NO. 36

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
9	MACHINE TOOLS AND MISCELLANEOUS
	The following tools are available for use in the Ship Repair  Yard by regular tenants of the yard. Lessee shall be responsible
	for equipment while in his possession, and shall return
	equipment in good condition. Any repairs necessary will be
	for the account of the Lessee.
	Rate Per Day*
	Or Fraction
	Drill (radial) \$17.00 Lathe 20 in. 35.00 Lathe 18 in. 30.00 36-inch jointer 9.00 Band saw - each 12.00 Air hammer 16.00 Large impact wrench, 2 1/2-in. drive 12.00 Motor generator set 45.00
·	* Minimum rental one (1) day
·	
Issued: June 14, 19	Effective: July 1, 1978

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

3rd Revised Page No. 306
Cancels

2nd Revised Page No. 306

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
10	SHORE AREAS	
	Shore areas for construction, repair and storage of tanks,	
	structural steel, construction equipment, etc., shall be	
	provided as available at the rate of \$0.06 per square foot per	
	month or fraction thereof.	
		•
	# # #	
11	MATERIAL AND SUPPLIES	
11	IMIERIAL AND COTTELLS	
	The Port of Portland cost plus 25 percent.	
		•
	1	
ssued:	Effective:	
ebruary 13	, 1980 February 14, 1980	0

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401
Cancels
Original Page No. 401

TEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTEM
12	VESSEL CONSTRUCTION AND LAUNCH SYSTEM
	Rates and terms for usage of the Vessel Construction and
	Launch System are subject to negotiation.

June 14, 1978

July 1, 1978

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.		
13	Item Cancelled	
		•
		·
	•	
·		
Issued:		
June 14, 1978 July 1, 1978		

Portland, Oregon 1st Revised Page No. 502 Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 502

TARIFF NO. 36

Item Cancelled	
	Effective: July 1, 1978

Original Page No. 601

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
15	RULES AND REGULATIONS	
15.03	TOOLS AND EQUIPMENT: Tools and equipment are available under	
•	the terms of the tariff. Any disputes between contractors	
•	arising over use of cranes or other Port equipment will be	
	referred to the Yard Manager. In all cases, the decision of	
	the Yard Manager or his assistant will be final.	
15.06	SERVICES: Port must be notified at the start and completion	
	of services required. When service hoses are connected to a	
	vessel, it is assumed they are in use and will be billed	
	accordingly.	
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facili-	
	ties are available to vessels under provisions of the tariff,	
	rules and regulations, only after regular form of application	
	has been signed by an authorized person on behalf of the	
	vessel and owners. When any vessel is docked or berthed and a	
	contractor is engaged and undertakes work upon said vessel,	
	such contractor and his or their agents and/or employees	
	shall, under no circumstances, be regarded as the agent of the	
	Port of Portland, and the Port of Portland assumes no respon-	
	sibility for damages to the vessel or cargo by reason of any	
	act committed by such contractor or his agents and/or employees,	
İ	and it is expressly stipulated that the Port of Portland is	
	wholly absolved therefrom. Repair or damage to Port facili-	
į	ties resulting from vessel and/or contractor operations will	

Issued:

February 9, 1977

Effective:

February 9, 1977

Original Page No. 602

ITEM NO.	RULES AND REGULATIONS	
	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.	
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is	
	furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to deter- mine the accuracy of the subject information. All such ser- vices will be billed at cost to the vessel.	
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibilty in such cases for damage to dry docks, vessel, cargo	
ssued: February 9,	Effective: , 1977 February	9, 197

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

Cancels

Original Page No. 603

ITEM NO.	RULES AND REGULATIONS
	or other property or to persons. No weight or water ballast shall be shifted, added or removed while the vessel is in dry dock unless such change in weight is authorized in advance by the Port and an accurate record thereof is kept by the master or a person in charge.
	Any damage to the dock or wharves or property connected therewith, caused by negligence or any other fault of the party, will be charged to the responsible party.
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.
15.21	STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.
ued:	Effective:

## Original Page No. 604

## THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	RULES AND REGULATIONS
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.
	All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.
	The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.
15.24	SCHEDULING OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:
	<ol> <li>A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.</li> <li>Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.</li> </ol>
Issued: February 9,	Effective: 1977 February 9, 197

1st Revised Page No. 605

Cancels

Original Page No. 605

	<u></u>		
ITEM NO.	RULES AND REGULATIONS		
	3. Ocean-going vessels shall have priority over river craft, barges and nonpropelled craft. Ocean-going barges running on schedule as steamship liners have the same priority as other ocean-going vessels.		
	4. In no case shall a dry dock be held vacant waiting for a vessel not at berth for docking at the time the dry dock becomes available. Such a vessel will automatically lose any scheduling advantage and must reschedule.		
	<ol> <li>In the event that two vessels apply for docking on the same day, and it is possible to dock only one on that particular day, the ship scheduled first shall have preference, provided that all factors are equal.</li> <li>The Port of Portland reserves to itself the right to assign the dry dock to be made available for any vessel.</li> <li>Nothing contained herein shall be construed as a guarantee</li> </ol>		
15.27	by the Port of Portland of any dry-docking date.  OIL DISPOSAL: Vessels must make provisions that fuel oil will not be discharged while on dry dock or afloat at wharves.		
	The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses, and the cost of such removal or attempt to remove such oil will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.		
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or wharves must at all times keep the same clear of dirt and		
Issued:	Issued: Effective:		
June 14, 19	78 July 1, 1978		

Original Page No. 606

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO. RULES AND REGULATIONS rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal. All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible. Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.

Issued: February 9, 1977 Effective: February 9, 1977

#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 607 Cancels Original Page No. 607

<del></del>		
ITEM NO.	RULES AND REGULATIONS	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	
	Vessels, while using wharves or docks, shall furnish and	
i	display lights during the night at each end of all gangways	
	in use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	-
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
	or tank barge shall be moored at Swan Island for the specific	
	purpose of gas freeing exclusively. Vessels being repaired	
	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
ļ	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	
	designate an isolated berth as called for in the regulations	
	listed above.	
Issued: Effective:		
June 14, 197		8

Original Page No. 608

ITEM NO.	RULES AND REGULATIONS	
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products, or other product or material which might create an unusual risk. No kerosene, gasoline, solvents, paints, paint thinners or other explosive or flammable materials will be allowed to remain on the docks or wharves. All such material must be stored in a manner approved by the government officials having jurisdiction.	
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility of the repair contractor to install and remove gangways and ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the dry dock shall move at the vessel's expense at any time they are requested to do so by the Marine Manager of the Port or his assistants. Assignment of use of yard area will be under control of the Port, and any area assigned will be subject to charges under the tariff.	
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate the dry dock upon order of the dry dock authorities whenever the dry dock is required for other work, and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.	
Issued:		
February 9, 1977 February 9, 1977		

Original Page No. 609

is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.  MOBILE EQUIPMENT: No servicing of mobile equipment will be	ITEM NO.	RULES AND REGULATIONS	
within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.  15.54 INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.  15.57 OUTSIDE PARKING: The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.  15.60 MOBILE EQUIPMENT: No servicing of mobile equipment will be	15.48	may be required for persons entering the dry dock area when	
limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.  15.57  OUTSIDE PARKING: The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.  MOBILE EQUIPMENT: No servicing of mobile equipment will be	15.51	within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles	
is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.  MOBILE EQUIPMENT: No servicing of mobile equipment will be	15.54	limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only	
, and a second with the	15.57	is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port	
	15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be done on the dry docks.	

Original Page No. 610

ITEM NO.	RULES AND REGULATIONS	
15.63	FORCE MAJEURE: In the event operations are suspended by	
	Force Majeure and the yard cannot be used for its intended	
!	purpose, the obligations of the Port shall be suspended.	
	The term "Force Majeure" means any cause not reasonably	
	within the direct or indirect control of the Port, including	
	but not limited to Acts of God, strikes, lockouts, or indus-	
1	trial disturbances, act of the public enemy, war, blockade,	
	public riot, landslides, lightning, earthquakes, fire, storm,	
	flood, explosion, and judicial or governmental restraint.	
15.66	HOLD HARMLESS: The contractor and the vessel owner agree	
	jointly and severly to indemnify and save and hold harmless	
	the Port of Portland, its Commissioners, agents or employees	
i	and the United States of America (Department of the Navy)	
	from and against all claims and actions and expenses inci-	
•	dental to the investigation and defense thereof, based upon	•
	or arising out of damages or injuries to persons or their	
	property, caused by the fault or negligence of the contractor,	
	its agents or employees in the use or occupancy of the ship	
	repair facilities and equipment; provided further that the	
,	Port of Portland shall give to the contractor and the vessel	
	owner prompt and reasonable notice of any such claims or	
	actions and the contractor and vessel owner shall have the	
	right to investigate, compromise and defend same.	
15.69	CHANGE OF RULES: These rules and regulations are subject to	
	change when necessary in the judgement of the Port of Portland.	
	o the following.	
Issued:	Effective:	
February 9,	1977 February 9, 1977	

Original Page 610a

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	RULES AND REGULATIONS	
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation.	
	Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of 45 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge.	
	The delinquency charge of 5/6 percent per month (10 percent per year) will be charged for one month and each month thereafter, if invoice is not paid within 45 days of invoice date; provided, however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.  Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts.	

April 13, 1977

NWMAR122500

May 1, 1977

# INTEREST INCREASE

October 15, 1981

NOTICE TO ALL PORT CUSTOMERS

Effective December 1, 1981, the interest rate charged on all invoices not paid within 45 days of invoice date, unless otherwise stated in a lease, will be increased to 18% per annum.

Original Page No. 611

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	. RULES AND REGULATIONS	
16	LIMIT OF CAPACITY OF SERVICE	
•	All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Marine Director and his assistants shall be complied with promptly and continuously. The right is reserved by the Marine Director and his assistants to cancel permissions given hereunder at any time and without recourse.	
	gaven meredider de dily crime and wremout recourse.	
1		
1		

February 9, 1977

NWMAR122502

February 9, 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

TEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS
17.	POSTED LABOR RATES
	All services will be performed at the posted labor rates in effect at the time the service is performed. Current posted rates may be obtained at the Ship Repair Yard office.
	MD/P/AP
·	
ssued:	Effective:



Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151

January 15, 1982

Mr. Jim Butler Northwest Marine Iron Works PO Box 3109 Portland, OR 97208

LABOR RATE ADJUSTMENT

Increasing employee wage and benefit costs are resulting in an adjustment to the Portland Ship Repair Yard posted labor rates.

Effective February 1, 1982, the following rates will be applied as per Tariff No. 36:

Straight Time \$29.00/hr

Overtime \$46.00/hr

Please use these rated for Port charges in all bid applications and cost estimates.

Gary W. Bevans Business Manager

Portland Ship Repair Yard

GWB:jt

cc: Ian Mitchell

Ed Smith

#### LABOR RATES

#### EQUIPMENT - PLUS - LABOR RATES (1)

	Straight time	Overtime			Straight tim	e Overtime
per man hour	\$26.00	\$46.00	Gantry Crane (25 to 120 ton capacity) Mobile Truck Crane Mobile Truck Crane outside SRY	\$29.50 23.60* 40.00*	\$55.50 73.60 90.00	\$76.50 112.60 126.00
			Diesel Motor Tractor with Trailer Diesel Motor Tractor without Trailer	30.70 15.30	56.70 41.30	76.70 61.30
			50-Ton Trailer (without tractor) Forklift Truck	15.30 13.00	41.30 39.00	61.30 59.00
			Hi-Lift Loader Log Bronc	18.90 22.40 23.60	44.90 48.40 49.60	64.90 68.40 70.60
			Oil Skimmer in transit X-2 Oil Skimmer in operation X-2 Oil Skimmer in transit X-3 Oil Skimmer in operation X-3	94.40 188.80 47.20 94.40	120.40 214.95 73.20 85.00	140.40 234.80 93.20 105.00
			Work boat Signe	59.00		

⁽¹⁾ Rates are based on labor of one crane operator except where starred (*), which indicates additional labor of one crane oiler.

7 STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION RED. PROC. REG. (41 CFR) 1-16.101	AMENDMENT OF SO	OLICITATION/	MODIFIC	ATION OF C	ONTRACT	PAGE OF
AMENDMENT/MODIFICATION NO.	2. EFFECTIVE DATE	3. REQUISITION/PU		7	DIECT NO. (If ap)	4
P00001	See Block 19	Annual	Requir	ement Si	upships Se	eattle
ISSUED BY	CODE N00406	6. ADMINISTERED B	Y (If other the	in block 5)	CODE	N00406
CONTRACTING OFFICER (C	ode 203) AF					
NAVAL SUPPLY CENTER, P						
BREMERTON, WASHINGTON	98314					
CONTRACTOR CODE	F4C	ILITY CODE		8.		
NAME AND ADDRESS	1710				N00406	
<u></u>		$\neg$		SOLICITATION NO	1100400	,
	arine Iron Works	,		DATED	(See bl	ack 0.1
Street, city. PO BOX 3109						
wanty, state. Portland, O	R 9/208			MODIFICATION OF	NO. N00406	-01-0-1939
ode)				81 F		
L				DATED	(See bl	ock 11)
						<del></del>
THIS BLOCK APPLIES ONLY TO AMENDA	mended as set forth in black 12. The	hour and data spec	iliad for saca	int of Office ( ) is a	extended Dis	not extended
	s amendment prior to the hour and date					not extended.
	s of this amendment; (b) By acknowledging					ate letter or telegram
which includes a reference to the solicite	ation and amendment numbers. FAILUI	RE OF YOUR ACKOWLE	DGMENT TO B	E RECEIVED AT THE ISSU	JING OFFICE PRIOR	TO THE HOUR AND
DATE SPECIFIED MAY RESULT IN REJECT or letter, provided such telegram or letter	TION OF YOUR OFFER. If, by virtue or makes reference to the solicitation and					be made by telegram
mc 10-27		AND APPROPRIAT				
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em Symbol and Subhead	Class Suballot. No.	Activity	Type	Activity	Cost Code	Amount
	ICINAL ACCOUNTING:	, , ,				
	irement-Supships S		2)		}	
COPIES TO: Supsh	ips Seartle(5); N	NSC ¢/55.11(	.2)			
-	is entered into pursuant to authority of contract as set forth in block 12. FICATION			of contract		
Ref (a) Port of Po	rtland Ship Repair	Yard Tariff	No. 36	dated 81 O	ct 01.	
Pursuant to refere .065 effective	nce (a) the unit pr 81 Oct 01.	rice of item	n 0002 i	s changed to	o be:	
A11	J	minat contro	at roma	in unchance	d	·
All other terms an	d conditions of sub	Ject, Concre	ict Lellia	In unchange	<b>.</b>	
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copt as provided herein, all terms and con	iditions of the document referenced in blo	ock 8, as heretofore chan	ged, remain und	nanged and in full force a	ind effect.	
CONTRACTOR/OFFEROR IS NOT	REQUIRED CONTRACTOR/OFFER	NOR IS REQUIRED TO S	IgN THIS DOC	UMENS AND RETURN	COPIES TO	ISSUING OFFICE
I. NAME OF CONTRACTOR/DEFEROR		17. UNIFE	STATES OF A	WERICK)	<del>\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ </del>	
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W. J. Butler		T 01				11/2/21/21
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# THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

THE ENCLOSED INCLUDES REVISIONS

APPROVED BY THE COMMISSION ON SEPTEMBER 9, 1981

EFFECTIVE OCTOBER 1, 1981

THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

EFFECTIVE OCTOBER 1, 1981

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

#### TARIFF NO. 36

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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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Original Page No. 101

ITEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port of Portland. This facility is a ship repair, conversion,	
	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by special written application.	
:		

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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Original Page No. 201

ITEM NO.	METHOD OF CHARGING AND RATES	
2	METHOD OF CHARGING FOR DRY-DOCKING	
2.05	LIFT DAY: The first 24 hours shall constitute a lift day	
	and shall be the minimum time used for computing charges.	
	Lift day charges accrue from the time the bow of the vessel	
	crosses over the sill of the dry dock. However, if a vessel	
	is docked prior to its scheduled docking time for the Port's	
	convenience, the actual hours required to dry-dock the vessel	
	shall be charged at lift day rates and the actual hours from	
	the completion of dry-docking until repair work begins will be	*
	charged at idle time rates.	
	In the event a vessel is waiting to go on a dry dock which is	
	already occupied, or about to be occupied, no delay shall be	
	permitted in docking or completion of repair work, even if	
	completion requires weekend or holiday work.	
		1
2.10	LAY DAY: A lay day shall be the 24-hour period following a	
	lift day or any preceding lay day. A lay day shall end when	
•	the vessel clears the dry dock.	İ
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for	
	the Port's convenience after the expiration of a chargeable	
*.		
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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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char	iod, the tariff chargeable period.	ge shall	accrue only	to the end	d of such	
1	TNC מוויד מס פטשטייני פ				d of such	
	KING OUT OF SCHEDULE	: If a v	essel is pl	aced on dr	y dock	
out	of time schedule fo	r the Por	t's conveni	ence, any	overtime	
pert	caining to the Port'	s portion	of labor i	nvolved wi	11 be	
born	ne by the Port.					
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#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

DRY DOCK RATES  3.05 Dry dock rates apply to gross tonnage of vessel when officially registered subject to the qualifications stated below. Users are advised to check with the Port regarding the application of these qualifications.  3.10 Vessels operated by the U.S. Government, the gross tonnages of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or acutal displacement when entering dry dock.  3.15 For self-propelled ocean-going vessels (excluding tugs), the minimum daily dry dock rate shall be \$2,500 except for idle time on dry dock, see Item 3.40.  3.17 DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:  Length x Beam x Depth 100  100  100  101  102  103  105  106  107  107  108  109  109  109  109  109  109  109			
Dry dock rates apply to gross tonnage of vessel when officially registered subject to the qualifications stated below.  Users are advised to check with the Port regarding the application of these qualifications.  3.10 Vessels operated by the U.S. Government, the gross tonnages of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or acutal displacement when entering dry dock.  3.15 For self-propelled ocean-going vessels (excluding tugs), the minimum daily dry dock rate shall be \$2,500 except for idle time on dry dock, see Item 3.40.  3.17 DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:  Length x Beam x Depth = G.T.	ITEM NO.	METHOD OF CHARGING AND RATES	
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of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or acutal displacement when entering dry dock.  3.15  For self-propelled ocean-going vessels (excluding tugs), the minimum daily dry dock rate shall be \$2,500 except for idle time on dry dock, see Item 3.40.  3.17  DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:  Length x Beam x Depth 100	3.05	registered subject to the qualifications stated below.  Users are advised to check with the Port regarding the	
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ssued: Effective:	3.17	tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:  Length x Beam x Depth - C. T.	
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June 14, 1978 July 1, 1978			n .

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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TEM NO.	METHOD OF CHAI	RGING AND RATES		
3.20	RATES			
		Tic. n	Y - D	
	DAME A	Lift_Day	Lay Day	
	RATE A			
	Vessels having a	Rates per	Rates per	
	registered gross	registered	registered	
	tonnage of	gross ton	gross ton	
	1,500 tons or over			
	(1) Vessels less than			
	84' beam	\$0.46	\$0.41	
	(2) 84' to 106' beam	0.48	0 41	
	(3) 106' to 139' beam	0.51	0.44	
	(4) 139' and over beam	0.58	0.51	
	RATE B			
	KAIE B	,	l i	
	Vessels docked on Dock 2			
	with gross tonnage over		i .	
	12,000 tons will be dis-			
	counted 10 percent on		·	
	above RATE A lift day			
	and lay day charges.			
	RATE C			
			·	
	Vessels having a			
	registered gross			
	tonnage under			
	1,500 tons	\$3.54 per foot	\$3.07 per foot	
	Minimum time for computing c	harges - one lift d	ay	
3.25	FRACTIONAL LAY DAYS: Lay da	ve will he proreted	in one-half	
J , LJ				
	days when dry dock work is c	ompleted in less th	an a hair	
	a lay day.			
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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3.30	CARGO: No charge will be imposed on the first 2,500 tons of	
N.	cargo. All cargo over 2,500 tons will be charged for at	
	tariff RATE A.	
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include	
	the following facilities to the extent of availability and	
	subject to the limits given. All labor at posted rates.	
	1. Compressed Air (contractor must make connection to	
	vessel).	
	2. River water pump (contractor must make connection to	
	vessel).	•
	3. Steel skips.	
	4. Concrete test blocks.	
	5. Floodlights, cluster lights and plug boxes. (Damaged or	
	broken equipment to be charged to the contractor at	
2	replacement cost plus 25 percent. Lamps not to be	
	included with above equipment.)	
	6. When two or more vessels are dry-docked piggyback for the	
	purpose of effecting repairs and/or floating the piggy-	
	back vessel or vessels, dry dock haul and lay day rates	
	will apply to each vessel.	
	7. Moving a vessel on blocks: Contractor will be charged	
·	for all labor at posted rates and any additional moves	
** .	for labor at posted rate.	

Issued:

February 9, 1977

Effective:

February 9, 1977

2nd Revised Page No. 206
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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 206

TEM NO.	METHOD OF CHARGING AND RATES	
	8. Labor for building and placing blocks and operating dry docks except that portion on overtime.	
	9. All vessels covered by Rate C for dry-docking will be	
	charged for all services received at the posted rate for	İ
	such services. Payment of all services used will be in	
	addition to payment in accordance with Rate C above.	
3.40	IDLE TIME ON DRY DOCK: A charge of \$0.89 per linear foot of	
	overall length per day or fraction, to the nearest dollar,	
	minimum charge \$100.00 plus the regular tariff rate for all	
	services and facilities used during the idle period will be	•
	made for vessels on dry dock Saturdays, Sundays and/or holidays,	
	if dry dock work is not performed. THE PROVISION HEREIN FOR	
	IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER	
	VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL	
	DRY DOCK CHARGE WILL BE APPLICABLE.	
3.45	DRY DOCK CLEANING: Rates for cleaning sand and other abra-	
	sives from the dry docks are as follows:	
:		
	Sweep Blasting \$ 0.030 per sq. ft. cleaned	
	Commercial Blasting \$ 0.053 per sq. ft. cleaned	
	Bare Metal Blasting \$ 0.089 per sq. ft. cleaned	
	Spot Blasting \$26.55 per ton abrasive used	
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		<del></del>
ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged	
	for setting blocks, docking and/or undocking on other than	
	regular shift and work week. The Port's regular work week is	
	day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when	
•	such labor is made necessary by a time engagement for con-	
	venience of a vessel, and the vessel fails to fulfill such	
	engagement.	
	A charge for total labor at posted overtime rates will be	
	made in all cases where overtime work is performed for vessel's	
	convenience.	•
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or	
·	high blocking will be charged for the additional labor and	
	material required in preparing and clearing the dock. A	
	charge will likewise be made for all keel and bilge blocks	
	removed and replaced as necessary to accomplish repairs.	
	Blocks damaged by removal to effect repairs to a vessel will	
	be charged extra.	
·		
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than	
·	two weeks will be allowed to have the same only by special	
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ebruary 9,	1977 February 9	<b>,</b> 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 208 Cancels Original Page No. 208

ITEM NO.	METHOD OF CHARGI	ING AND RATES		<u> </u>
	arrangement with the Port of Por	tland. Reque	est for such	
	scheduling shall be submitted in			į
		, 0		
4.20	CHANGES: All rates and condition	ons herein are	subject to	
	change at the discretion of the	Port of Port	land, but not so	
	as to increase dry dock, crane a	and berthage o	charges (excludes	
	utilities and labor) on a vessel	l definitely l	oooked for a	
	specific dry docking date. This	s rate protect	tion shall not	
	apply to bookings made in excess	s of twelve me	onths in advance	
	of the dry docking commencement	date.		
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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

3rd Revised Page No. 209
Cancels

2nd Revised Page No. 209

TEM NO.	METHOD OF CHARGING AND RATES
5	RATES FOR AUXILIARY SERVICES
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to
	tie at Berths 301 through 314 for the purpose of effecting
	repairs and/or alterations, the following charges shall apply:
	Rate: \$0.47 per linear foot overall length per 24-hour day
	or fraction, to the nearest dollar, for the first
	fifteen (15) calendar days, and thereafter \$0.35 per
	linear foot overall length per 24-hour day or
	fraction, to the nearest dollar. The minimum charge
	is \$25.00 per 24-hour day or fraction thereof.
	Berthage is defined to include the right of repairer and his
	employees to limited use of the adjacent pier dock, comfort
	facilities, pier approach, roadway, parking space and all
	common user facilities, nonexclusively, and subject to all
	other tariff charges for special facilities and services, and
	subject to a preferential right of vessels in dry dock.
5.10	WHARFAGE: While a vessel is permitted to tie at piers when
4,	not under repairs the following rate shall apply:
sued:	Effective:
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2nd Revised Page No. 210
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 210

	Rate: For the vessels lying idle at Berths 301 through 314,
	charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.
ed:	Effective:

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#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES
6	SHORESIDE DRY-DOCKING
Ü	
6.05	RATE D
	SMALL VESSELS: Owners or agents applying for shoreside dry-
	docking must apply in person at the Swan Island Ship Repair
	Yard business office to make dry-docking arrangement.
• .	Tara basiness sirres to make any assuming arrangements.
6.10	DRY DOCK RATES: Waterborne vessels including tugs, pleasure
0.10	craft and barges may be lifted out of the water for shoreside
	dry-docking or other purposes under the following provisions:
	1. Dry-docking or lift day charges \$100.00 plus \$2.00 per ton
	in excess of five-ton displacement for one crane. This
	charge is for the first hour of crane use only. Additional
	crane service at tariff rates for cranes.
	2. Lay day charges will be \$20.00 per day per vessel.
	3. Undocking day charges will be crane service charges only.
	4. Displacement tonnage shall be determined by the Marine
	Manager or his assistants from the length, breadth and
	draft of the vessel, using an appropriate block coef-
	ficient.
	5. If undocking occurs during the 24-hour docking day period,
	the docking day charge only shall apply.
	6. Small vessels unloading from truck or rail car to river,
	or from river to truck or rail car, will be charged the
	same as Item 1 above.
ssued: February 9	Effective:
I CDIGALY	9, 1977 February 9, 1977

Original Page No. 212

## THE PORT OF PORTLAND Portland, Oregon

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
	7. Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or	
	vessels which may constitute a hazard will not be lifted.	
	8. The Port of Portland assumes no responsibility for	
	safety or security of any vessel either while being	
	lifted or while on the blocks.	
	9. All blocks and rigging lines below the gantry hook,	
	spreader bars, or any other tackle of any kind are to be	. ,
	furnished by ship repair contractors. All rigging is to	
	be done by ship repair contractors.	
	10. The Marine Director of the Port of Portland or his assis-	
	tants shall have the right to require additional cranes	
•	or to refuse to lift any vessel.	
6.15	RATE E	
3	CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT,	
	ETC., PERTAINING TO SHIP REPAIR WORK: For crane service	
·	handling structural steel, equipment, etc., from or to truck,	
	rail, barge or storage, the following rates will apply. For	
	loads of less than ten (10) tons, regular tariff rate. For	
	loads in excess of ten (10) tons, the rate of \$100.00 plus	
	\$2.00 per ton in excess of ten tons for each lift. This	•
	charge to cover the first hour, after which regular crane	.*
	rates will apply.	
ssued:	Effective:	
February 9		1977

5th Revised Page No. 301
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

4th Revised Page No. 301

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	MATERIALS & SUPPLIES	
7	SERVICES		
	The following services are available to t	he limit of installed	
	capacity. Charges will be made at the ra	tes specified.	Ì
	Connection of the services is the respons	ibility of the	
	contractor.		
		Rate per hour or fraction	
7.05	COMPRESSED AIR	(Minimum charge one hour)	
	Per ship or operation using air	<b>\$7.</b> 00	
7.10	STEAM SERVICE	(Minimum charge	
* · · · · · · · · · · · · · · · · · · ·		eight hours)	
	Sufficient notice must be given for placing plant on the line		
	Per ship or operation using steam	\$33.00	
7.15	ELECTRICITY		
	Per KWH	\$ 0.065 per KWH	
sued:		Effective:	
eptember 3	30. 1981	October 1, 1	

# SWAN ISLAND SHIP REPAIR YARD $_{4\text{th}}$ $_{Re}$

5th Revised Page No. 302 Cancels

4th Revised Page No. 302

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
7.20	HEAVY UNIT TRANSFER: Any heavy unit of fabrication, modules,	ļ.
	boats, etc., transported through the shipyard by rail, lowboy,	
	rollers, skids, etc., for transshipment shall bear a facility	
	use charge of \$10.00 per ton of 2,000 pounds.	
	doe onarge of victor per con of 2,000 pounds.	
7.25	WATER AND SEWER	
	City water \$3.80 per 100 cu. ft.	
	Minimum charge \$5.00	
	per usage	
	River water pump operation \$3.00/hour or fraction	
7.30	GAS-OXYGEN SYSTEM: Natural gas shall be billed, based on the	
7.50	meter readings, and rates set by P.U.C. Oxygen shall be	
	billed at the rate of \$1.53 per hundred cubic feet. Oxygen	
	consumption will be determined by allocating gross oxygen	1
	consumption in an amount proportional to the natural gas	
	used.	
	useu.	٠
7.35	RECEIPT OF OILY WASTE: Charge for receipt of oil-water mix-	
	tures is \$2.95 per barrel, unless the waste is generated in	
	conjunction with ship repair activity, in which case the charge	
	is \$0.94 per barrel. The Port of Portland reserves the right	
	to refuse to receive wastes. Salt water ballast in quantities	
	of 100,000 barrels or more which does not require heating	
	or red learning	

September 30, 1981

October 1, 1981

5th Revised Page No. 303
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

4th Revised Page No. 303

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
	to reach an oil content of ten (10) parts per million or less	
	shall have an input rate of \$0.41 per barrel provided arrange-	
	ments have been made in advance with the shipyard manager.	
	Overtime labor shall be billed at posted rates.	
•		

3rd Revised Page No. 304
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 304

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREA	AS, MATERIALS & SUPPLIES		
8	OPERATED EQUIPMENT			
	•			
1	The following operated equipment is available. Charges will			
1	pe made at the rates specified, plus the	he operator(s) at posted		
]	straight-time or overtime rates. Stra	· · · · · · · · · · · · · · · · · · ·		
į		}		
ć	apply when the operators are on a stra	ight-time operating		
l t	oasis only, otherwise overtime rates w	ill apply. Minimum		
i i				
'	charge: one hour.			
)		·		
		Pata Par Harra		
		Rate Per Hour Or Fraction Thereof		
İ		of Fraction mereor		
1	Gantry crane (25- to 120-ton	·		
į	capacity)	\$ 29.50 plus operator		
	Mobile truck crane	\$ 23.60 plus operator		
		and driver		
	Mobile truck crane outside			
	ship repair yard fence	0 / 0 00 1		
	(except when engaged in	\$ 40.00 plus operator and driver		
	ship repair activity) Diesel motor tractor with	and driver		
{	trailer	\$ 30.70 plus operator		
	Diesel motor tractor without	, TT. T FIRST OF GROWN		
	trailer	\$ 15.30 plus operator		
	50-ton trailer (without tractor)	\$ 15.30		
	Forklift trucks	\$ 13.00 plus operator		
	Hi-Lift	\$ 18.90 plus operator		
	Loader	\$ 22.40 plus operator		
	Log bronc Oil skimmer in transit X-2	\$ 23.60 plus operator		
ł	Oil skimmer in transit X-2 Oil skimmer in operation X-2	\$ 94.40 plus operator \$188.80 plus operator		
	Oil skimmer in transit X-3	\$ 47.20 plus operator		
	Oil skimmer in operation X-3	\$ 94.40 plus operator		
	Work boat Signe I	\$ 59.00 plus operator		
sued:	,	Effective:		
ebruary 13,	1980	February 14, 1980		

1st Revised Page No. 305 Cancels

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

Original Page No. 305

9	MACHINE TOOLS AND MISCELLANEOUS	
I	The following tools are available for use in the Ship Repair	
•	Yard by regular tenants of the yard. Lessee shall be responsi	b1e
	for equipment while in his possession, and shall return	
	equipment in good condition. Any repairs necessary will be	
	for the account of the Lessee.	
	Rate Per Day*	
	Or Fraction	
	Drill (radial)       \$17.00         Lathe 20 in.       35.00         Lathe 18 in.       30.00         36-inch jointer       9.00         Band saw - each       12.00         Air hammer       16.00         Large impact wrench, 2 1/2-in. drive       12.00         Motor generator set       45.00	
	* Minimum rental one (1) day	

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

3rd Revised Page No. 306
Cancels

2nd Revised Page No. 306

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
10	SHORE AREAS	
	Shore areas for construction, repair and storage of tanks,	
	structural steel, construction equipment, etc., shall be	
	provided as available at the rate of \$0.06 per square foot per	
	month or fraction thereof.	
	# # #	
	# # #	
11	MATERIAL AND SUPPLIES	
	The Port of Portland cost plus 25 percent.	
. •		
·		

February 13, 1980

February 14, 1980

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401

Cancels

Original Page No. 401

Rates and terms for usage of the Vessel Construction and Launch System are subject to negotiation.	ITEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
	12	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
Launch System are subject to negotiation.		Rates and terms for usage of the Vessel Construction and	
		Launch System are subject to negotiation.	
			:
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	•		
en de la companya de la companya de la companya de la companya de la companya de la companya de la companya de			

June 14, 1978

July 1, 1978

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.				
13	Item Cancelled			
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une 14, 1978  July 1, 197				

#### THE PORT OF PORTLAND

Portland, Oregon 1st Revised Page No. 502

Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 502

TARIFF NO. 36

ITEM NO.			
14	Item Cancelled		
-	•		
• .	$P_{ij} = \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} \frac{1}{2} 1$		
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Original Page No. 601

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
15	RULES AND REGULATIONS	
15.03	TOOLS AND EQUIPMENT: Tools and equipment are available under	
	the terms of the tariff. Any disputes between contractors	
	arising over use of cranes or other Port equipment will be	
	referred to the Yard Manager. In all cases, the decision of	
	the Yard Manager or his assistant will be final.	
15.06	SERVICES: Port must be notified at the start and completion	
	of services required. When service hoses are connected to a	
	vessel, it is assumed they are in use and will be billed	
v.	accordingly.	
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facili-	
	ties are available to vessels under provisions of the tariff,	
	rules and regulations, only after regular form of application	
	has been signed by an authorized person on behalf of the	
	vessel and owners. When any vessel is docked or berthed and a	
	contractor is engaged and undertakes work upon said vessel,	
	such contractor and his or their agents and/or employees	
	shall, under no circumstances, be regarded as the agent of the	
	Port of Portland, and the Port of Portland assumes no respon-	
	sibility for damages to the vessel or cargo by reason of any	
	act committed by such contractor or his agents and/or employees,	
	and it is expressly stipulated that the Port of Portland is	
	wholly absolved therefrom. Repair or damage to Port facili-	
	ties resulting from vessel and/or contractor operations will	

Issued:

February 9, 1977

Effective:

February 9, 1977

Original Page No. 602

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	RULES AND REGULATIONS	
·	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.	
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the	
	Marine Director or his assistant, the services of a Naval	
	Architect will be retained for determining the suitability	
	and/or method of dry-docking vessels where weight distribution	
	or stability problems are thought to exist. Such services,	İ
	when considered necessary, will also be used for observation	
•	during dry-docking to assure that the operating limits of the	
	facilities are not exceeded. If the subject information is	
	furnished to the Port of Portland by a contractor, the Marine	
	Director or his assistant may engage a third party to deter-	
	mine the accuracy of the subject information. All such ser-	
	vices will be billed at cost to the vessel.	
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of	ŀ
13.13	vessels scheduled for dry-docking shall be reported to the	
	Dockmaster prior to vessels entering dry dock, allowing ample	
	time necessary to make weight calculations. A vessel to be	
	docked must be put on an even keel abeam and trimmed so that	
	the difference in fore and aft trim shall not exceed eight	
	feet. Wrecked vessels, vessels out of trim and vessels docked	ĺ
	with cargo aboard or with ballast logs alongside are taken at	
	the vessel's risk. The Port of Portland assumes no respon-	
	sibilty in such cases for damage to dry docks, vessel, cargo	

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

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			<del></del>
shall be shifted, added or removed while the vessel is in dry dock unless such change in weight is authorized in advance by the Port and an accurate record thereof is kept by the master or a person in charge.  Any damage to the dock or wharves or property connected therewith, caused by negligence or any other fault of the party, will be charged to the responsible party.  MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.  STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.	ITEM NO.	RULES AND REGULATIONS	
the Port and an accurate record thereof is kept by the master or a person in charge.  Any damage to the dock or wharves or property connected therewith, caused by negligence or any other fault of the party, will be charged to the responsible party.  MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.  STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.	ν	shall be shifted, added or removed while the vessel is in dry	
with, caused by negligence or any other fault of the party, will be charged to the responsible party.  15.18 MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.  15.21 STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.		the Port and an accurate record thereof is kept by the	
moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.  STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.  Effective:		with, caused by negligence or any other fault of the party,	
STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.  Issued:  Effective:	15.18	moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland	
	15.21	STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to	
June 14 1978	Issued:	Effective:	
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Original Page No. 604

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.	
	Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.	
	All staging, gear and materials of all kinds shall be removed	
	from the dry dock or secured where ordered before the vessel will be undocked.	
	The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.	•
15.24	SCHEDULING OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:	
	<ol> <li>A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.</li> <li>Ocean-going vessels in active service shall have priority</li> </ol>	
	over vessels preparing for service or lay-up.	
ssued:	Effective:	
ebruary 9,	1977 February	9, 1977

1st Revised Page No. 605
Cancels

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS	
	3. Ocean-going vessels shall have priority over river craft, barges and nonpropelled craft. Ocean-going barges running on schedule as steamship liners have the same priority as other ocean-going vessels.	
	4. In no case shall a dry dock be held vacant waiting for a vessel not at berth for docking at the time the dry dock becomes available. Such a vessel will automatically lose any scheduling advantage and must reschedule.	
	<ul> <li>In the event that two vessels apply for docking on the same day, and it is possible to dock only one on that particular day, the ship scheduled first shall have preference, provided that all factors are equal.</li> <li>The Port of Portland reserves to itself the right to assign the dry dock to be made available for any vessel.</li> <li>Nothing contained herein shall be construed as a guarantee</li> </ul>	
15.27	by the Port of Portland of any dry-docking date.  OIL DISPOSAL: Vessels must make provisions that fuel oil will not be discharged while on dry dock or afloat at wharves.	
	The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses, and the cost of such removal or attempt to remove such oil will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.	
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or wharves must at all times keep the same clear of dirt and	· · · · · · · · · · · · · · · · · · ·
sued: une 14, 197	Effective:  July 1, 1	

Original Page No. 606

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.

#### RULES AND REGULATIONS

rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal.

All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible.

Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.

Issued: February 9, 1977

Effective: February 9, 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 607

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ITEM NO.	RULES AND REGULATIONS	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	}
	•	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways	
	in use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
·	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	
	and the first of the first facilities.	
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
	or tank barge shall be moored at Swan Island for the specific	l
	purpose of gas freeing exclusively. Vessels being repaired	
•	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	
	designate an isolated berth as called for in the regulations	
	listed above.	
Issued:	Effective:	
June 14, 19	78 July 1,	1978

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS	·
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right	
	is reserved to refuse dockage or berth at the dry dock plant	
	to any vessel having on board explosives or highly volatile	
	products, or other product or material which might create an	
·	unusual risk. No kerosene, gasoline, solvents, paints, paint	
	thinners or other explosive or flammable materials will be	
	allowed to remain on the docks or wharves. All such material	-
	must be stored in a manner approved by the government officials	
	having jurisdiction.	
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility	
	of the repair contractor to install and remove gangways and	
	ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the	÷ .
	dry dock shall move at the vessel's expense at any time they	
	are requested to do so by the Marine Manager of the Port or	
	his assistants. Assignment of use of yard area will be under	
	control of the Port, and any area assigned will be subject to	
	charges under the tariff.	
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate	
	the dry dock upon order of the dry dock authorities whenever	
	the dry dock is required for other work, and the dry dock	
	authorities are authorized to remove scows and barges in such	
	circumstances. Any costs incurred in keeping a scow or barge	
	afloat or moored shall be payable as an additional charge.	
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Original Page No. 609

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	<u> </u>
15.48	SECURITY: In the interest of security, identification badges	
	may be required for persons entering the dry dock area when considered necessary by the Port.	
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed	
13.51	within areas leased by the owner of said equipment, all	
	facilities and equipment must be approved by the Marine	
	Manager for use in the Ship Repair Yard. Speed of vehicles	
	in the yard is limited to ten (10) m.p.h.	
15.54	INSIDE PARKING: Parking space inside the fenced area is	
	limited and entrance will be permitted only to cars with	
	current gate passes. Visitors will be permitted to enter	
	upon proper identification. Gate passes are under the control	
	of the Marine Director, and the right to revoke passes is	
	reserved at all times. Vehicles not properly parked will be	
	subject to removal from the yard. Parking is permitted only	
	in the area marked for parking.	
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence	·
	is provided for the convenience of the employees. Parking	_
	will be on a first come basis. Improperly parked cars shall	
	be subject to such fines as are set by ordinance of the Port	
	of Portland Commission.	
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be done on the dry docks.	
sued: ebruary 9,	1977 Effective:	
soluary 7,	February 9,	1977

Original Page No. 610

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

15.63		
13.03	FORCE MAJEURE: In the event operations are suspended by	
	Force Majeure and the yard cannot be used for its intended	
	purpose, the obligations of the Port shall be suspended.	
	The term "Force Majeure" means any cause not reasonably	
	within the direct or indirect control of the Port, including	
	but not limited to Acts of God, strikes, lockouts, or indus-	
	trial disturbances, act of the public enemy, war, blockade,	
	public riot, landslides, lightning, earthquakes, fire, storm,	
	flood, explosion, and judicial or governmental restraint.	
15.66	HOLD HARMLESS: The contractor and the vessel owner agree	
	jointly and severly to indemnify and save and hold harmless	
	the Port of Portland, its Commissioners, agents or employees	
	and the United States of America (Department of the Navy)	
	from and against all claims and actions and expenses inci-	
	dental to the investigation and defense thereof, based upon	
	or arising out of damages or injuries to persons or their	
	property, caused by the fault or negligence of the contractor,	
	its agents or employees in the use or occupancy of the ship	ļ ·
	repair facilities and equipment; provided further that the	
	Port of Portland shall give to the contractor and the vessel	
	owner prompt and reasonable notice of any such claims or	
	actions and the contractor and vessel owner shall have the	
	right to investigate, compromise and defend same.	
	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s	
15.69	CHANGE OF RULES: These rules and regulations are subject to	1
	change when necessary in the judgement of the Port of Portland.	
:	fortland.	
di	L.	
ssued: ebruary 9,	1977 Effective:	

Original Page 610a

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	RULES AND REGULATIONS	
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff	
	as issued by the Port are due and payable upon presentation.	
•	Any invoice issued for any charge or charges prescribed by	
	this tariff remaining unpaid for a period of 45 calendar days	
* *	after date of invoice is delinquent and shall be subject to a	
	delinquency charge.	
	The delinquency charge of 5/6 percent per month (10 percent	
	per year) will be charged for one month and each month	
	thereafter, if invoice is not paid within 45 days of invoice	
	date; provided, however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.	
	Invoices will be rendered for delinquency charges when these	
	Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including	•
	Invoices will be rendered for delinquency charges when these	
	Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to	
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Issued:

April 13, 1977

Effective:

Original Page No. 611

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
16	LIMIT OF CAPACITY OF SERVICE	
	All such use shall be limited to capacity and condition of	
	facilities beyond the accommodation of operations pertaining	
	to vessels in dry dock. The regulatory instructions of the	
	Marine Director and his assistants shall be complied with	
•	promptly and continuously. The right is reserved by the	
	Marine Director and his assistants to cancel permissions	
	given hereunder at any time and without recourse.	
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February 9, 1977

February 9, 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS
17	POSTED LABOR RATES
	All services will be performed at the posted labor rates in
	effect at the time the service is performed. Current posted
	rates may be obtained at the Ship Repair Yard office.
	MD/P/AP
· .	
1	

# THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

THE ENCLOSED INCLUDES REVISIONS

APPROVED BY THE COMMISSION ON FEBRUARY 13, 1980

EFFECTIVE FEBRUARY 14, 1980

THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

EFFECTIVE FEBRUARY 9, 1977

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

#### TARIFF NO. 36

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2.10	Lay Day	lst Revised	201	7/01/78
2.15	Delayed Undocking	lst Revised	201	7/01/78
2.20	Docking Out of Schedule	lst Revised	202	7/01/78
3	DRY DOCK RATES	lst Revised	203	7/01/78
3.05	Application	lst Revised	203	7/01/78
3.10	U.S. Government Vessels	1st Revised	203	7/01/78
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3.17	Dredges, Derrick Scows, Barges	lst Revised	203	7/01/78
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4.15	Limitation of Time	Original	207	2/09/77
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5	RATES FOR AUXILIARY SERVICES	3rd Revised	209	2/14/80
5.05	Berthage for Repairs Afloat	3rd Revised	209	2/14/80
5.10	Wharfage	3rd Revised	209	2/14/80
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6.10	Dry Dock Rates	Original	211	2/09/77
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7.10	Steam Service	4th Revised	301	2/14/80
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7.25	Water and Sewer	4th Revised	302	2/14/80
7.30	Gas-Oxygen System	4th Revised	302	2/14/80
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3rd Revised Page No. 3

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10	SHORE AREAS	3rd Revised	306	2/14/80
11	MATERIAL & SUPPLIES	3rd Revised	306	2/14/80
12	VESSEL CONSTRUCTION & LAUNCH SYSTEM	lst Revised	401	7/01/78
13	ITEM CANCELLED	lst Revised	501	7/01/78
14	ITEM CANCELLED	lst Revised	502	7/01/78
15	RULES AND REGULATIONS	Original	601	2/09/77
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15.48	Security	Original	609	2/09/77
15.51	Equipment on Port Premises	Original	609	2/09/77
15.54	Inside Parking	Original	609	2/09/77
15.57	Outside Parking	Original	609	2/09/77
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15.63	Force Majeure	Original	610	2/09/77
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15.72	Delinquent Invoices	Original	610a	5/01/77
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17	POSTED LABOR RATES	1st Revised	701	7/01/78

1st Revised Page No. 101 Cancels 01

SW

IAN ISLAND SHIP REPAIR YARD	Original Page No.	10
TARIFF NO. 36		

ITEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion,	
	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
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ued: une 14, 19	Effective:	

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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TEM NO.	METHOD OF CHARGING AND RATES	
2	METHOD OF CHARGING FOR DRY-DOCKING	
2.05	LIFT DAY: The first 24 hours shall constitute a lift day	
	and shall be the minimum time used for computing charges.	
	Lift day charges accrue from the time the bow of the vessel	
	crosses over the sill of the dry dock. However, if a vessel	
	is docked prior to its scheduled docking time for the Port's	
	convenience, the actual hours required to dry-dock the vessel	
	shall be charged at lift day rates and the actual hours from	
	the completion of dry-docking until repair work begins will be	
	charged at idle time rates.	
	In the event a vessel is waiting to go on a dry dock which is	
	already occupied, or about to be occupied, no delay shall be	
	permitted in docking or completion of repair work, even if	
	completion requires weekend or holiday work.	
2.10	LAY DAY: A lay day shall be the 24-hour period following a	
	lift day or any preceding lay day. A lay day shall end when	
	the vessel clears the dry dock.	
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for	
	the Port's convenience after the expiration of a chargeable	
ļ		
	1	

Issued: June 14, 1978

Effective: July 1, 1978

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SWAN ISLAND SHIP REPAIR YARD

TARIFF NO. 36

Original Page No. 202

period, the tariff charge shall accrue only to the end of such chargeable period.  2.20 DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be borne by the Port.			
chargeable period.  2.20 DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be	ITEM NO.	METHOD OF CHARGING AND RATES	
out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be		l l	
	2.20	out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be	
sued: Effective: July 1, 1978			

1st Revised Page No. 203
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Original Page No. 203

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

EM NO.	METHOD OF CHARGING AND RATES
3	DRY DOCK RATES
3.05	Dry dock rates apply to gross tonnage of vessel when officially
	registered subject to the qualifications stated below.
	Users are advised to check with the Port regarding the
	application of these qualifications.
3.10	Vessels operated by the U.S. Government, the gross tonnages
	of which are not recorded, will be dry-docked at the rates
	listed below; tonnages to be based on those listed in the
	specifications subject to our verification, or acutal dis-
	placement when entering dry dock.
3.15	For self-propelled ocean-going vessels (excluding tugs),
	the minimum daily dry dock rate shall be \$2,500 except for
	idle time on dry dock, see Item 3.40.
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official
	tonnage will be used when available. Otherwise, gross
	tonnage will be determined by hull overall dimensions thus:
	$\frac{\text{Length x Beam x Depth}}{100} = \text{G.T.}$
	100
sued:	Effective:

June 14, 1978

July 1, 1978

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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 204

TEM NO. METHOD OF	CHARGING AND RATES		
3.20 RATES			
	Tift Day	Lev Dev	
RATE A	Lift Day	Lay Day	
Vessels having a	Rates per	Rates per	
registered gross	registered	registered	
tonnage of	gross ton	gross ton	
1,500 tons or over			
(1) Vessels less than			
84' beam	\$0.46	\$0.41	
(2) 84' to 106' beam	0.48	0 41	
(3) 106' to 139' beam	0.51	0.44	
(4) 139' and over beam	0.58	0.51	
RATE B			
Vessels docked on Dock 2			
with gross tonnage over			
12,000 tons will be dis-		ŧ	
counted 10 percent on			
above RATE A lift day			
and lay day charges.			
RATE C			
Vessels having a			
registered gross			
tonnage under		İ	
1,500 tons	\$3.54 per foot	\$3.07 per foot	
Minimum time for computi	ng charges - one lift d	ay	
3.25 FRACTIONAL LAY DAYS: La	v davs will be proreted	in one-half	
	FRACTIONAL LAY DAYS: Lay days will be prorated in one-half days when dry dock work is completed in less than a half		
a lay day.	and completed in 1600 th		
a lay day.			
sued:		Effective:	
bruary 13, 1980		February 14, 1980	

Original Page No. 205

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES
3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include the following facilities to the extent of availability and subject to the limits given. All labor at posted rates.
	1. Compressed Air (contractor must make connection to vessel).  2. River water pump (contractor must make connection to vessel).  3. Steel skips.
	<ol> <li>Concrete test blocks.</li> <li>Floodlights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25 percent. Lamps not to be</li> </ol>
	included with above equipment.)  6. When two or more vessels are dry-docked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels, dry dock haul and lay day rates will apply to each vessel.
	7. Moving a vessel on blocks: Contractor will be charged for all labor at posted rates and any additional moves for labor at posted rate.

Issued:

February 9, 1977

Effective: February 9, 1977

2nd Revised Page No. 206 Cancels

SWAN ISLAND SHIP REPAIR YARD

TARIFF NO. 36

1st Revised Page No. 206

ITEM NO.	METHOD OF C	HARGING AND RATES
	8. Labor for building and docks except that port	d placing blocks and operating dry
	9. All vessels covered by	y Rate C for dry-docking will be
	charged for all service	ces received at the posted rate for
	such services. Paymen	nt of all services used will be in
	addition to payment in	n accordance with Rate C above.
3.40	IDLE TIME ON DRY DOCK: A	charge of \$0.89 per linear foot of
	overall length per day or	fraction, to the nearest dollar,
	minimum charge \$100.00 plu	s the regular tariff rate for all
	services and facilities use	ed during the idle period will be
	made for vessels on dry do	ck Saturdays, Sundays and/or holidays,
	if dry dock work is not per	rformed. THE PROVISION HEREIN FOR
IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT AND		APPLY IN THE EVENT THAT ANOTHER
	VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL	
	DRY DOCK CHARGE WILL BE AP	PLICABLE.
3.45	DRY DOCK CLEANING: Rates	for cleaning sand and other abra-
	sives from the dry docks as	re as follows:
	Sweep Blasting	\$ 0.030 per sq. ft. cleaned
	Commercial Blasting	\$ 0.053 per sq. ft. cleaned
	Bare Metal Blasting	\$ 0.089 per sq. ft. cleaned
	Spot Blasting	\$26.55 per ton abrasive used
sued:		Effective:
ebruary l	3, 1980	February 14, 1980

Original Page No. 207

ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.	
	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.	
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs. Blocks damaged by removal to effect repairs to a vessel will be charged extra.	
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special	. *
ssued:	Effective:	
ebruary 9,	1977 February 9	, 1977

1st Revised Page No. 208
Cancels
Original Page No. 208

ITEM NO.	METHOD OF CHARGING AND RATES
	arrangement with the Port of Portland. Request for such scheduling shall be submitted in writing.
4.20	CHANGES: All rates and conditions herein are subject to change at the discretion of the Port of Portland, but not so as to increase dry dock, crane and berthage charges (excludes utilities and labor) on a vessel definitely booked for a specific dry docking date. This rate protection shall not apply to bookings made in excess of twelve months in advance of the dry docking commencement date.
Issued: June 14, 19	Effective: July 1, 1978

3rd Revised Page No. 209
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 209

ITEM NO.	METHOD OF CHARGING AND RATES
5	RATES FOR AUXILIARY SERVICES
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to tie at Berths 301 through 314 for the purpose of effecting repairs and/or alterations, the following charges shall apply:
	Rate: \$0.47 per linear foot overall length per 24-hour day or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.35 per linear foot overall length per 24-hour day or fraction, to the nearest dollar. The minimum charge is \$25.00 per 24-hour day or fraction thereof.
	Berthage is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, nonexclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock.
5.10	WHARFAGE: While a vessel is permitted to tie at piers when not under repairs the following rate shall apply:
ssued:	Effective:
February 13	3, 1980 February 14, 1980

2nd Revised Page No. 210
Cancels

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 210

Rate: For the vessels lying idle at Berths 301 through 314, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.  The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.  5.13 UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.  5.15 VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have	METHOD OF CHARGING AND RATES	EM NO.
charges shall be the same as for vessels under  "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.  The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facil- ities to effect repairs to such vessel except routine work by vessel's personnel.  5.13  UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.  5.15  VESSEL CANCELLATION: A charge for costs involved will be made		
frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessel's personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.  5.13 UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.  5.15 VESSEL CANCELLATION: A charge for costs involved will be made	charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of	
305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.  5.15 VESSEL CANCELLATION: A charge for costs involved will be made	tiguous pier for access only and permits the use of dock plant for vessel's personnel and ordinary stores. te does not grant any rights to the use of the facilor effect repairs to such vessel except routine work by	
	for the purpose of testing sonar devices, the rate for	5.13
been moved to clear a berth for the cancelled vessel.	ssel cancels a booking after vessel or vessels have	5.15

February 13, 1980

February 14, 1980

Original Page No. 211

ITEM NO.	METHOD OF CHARGING AND RATES
6	SHORESIDE DRY-DOCKING
6.05	RATE D
6.10	SMALL VESSELS: Owners or agents applying for shoreside dry- docking must apply in person at the Swan Island Ship Repair Yard business office to make dry-docking arrangement.  DRY DOCK RATES: Waterborne vessels including tugs, pleasure craft and barges may be lifted out of the water for shoreside dry-docking or other purposes under the following provisions:  1. Dry-docking or lift day charges \$100.00 plus \$2.00 per ton in excess of five-ton displacement for one crane. This charge is for the first hour of crane use only. Additional crane service at tariff rates for cranes.  2. Lay day charges will be \$20.00 per day per vessel.  3. Undocking day charges will be crane service charges only.  4. Displacement tonnage shall be determined by the Marine Manager or his assistants from the length, breadth and draft of the vessel, using an appropriate block coef- ficient.  5. If undocking occurs during the 24-hour docking day period, the docking day charge only shall apply.  6. Small vessels unloading from truck or rail car to river, or from river to truck or rail car, will be charged the same as Item 1 above.
Issued: February 9	Effective: , 1977 February 9, 1977

#### THE PORT OF PORTLAND Original Page No. 212 Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES
<ol> <li>Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.</li> <li>The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.</li> <li>All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by ship repair contractors. All rigging is to be done by ship repair contractors.</li> <li>The Marine Director of the Port of Portland or his assistants shall have the right to require additional cranes.</li> </ol>	
6.15	RATE E  CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT, ETC., PERTAINING TO SHIP REPAIR WORK: For crane service handling structural steel, equipment, etc., from or to truck, rail, barge or storage, the following rates will apply. For loads of less than ten (10) tons, regular tariff rate. For loads in excess of ten (10) tons, the rate of \$100.00 plus \$2.00 per ton in excess of ten tons for each lift. This charge to cover the first hour, after which regular crane rates will apply.
ed:	Effective:

4th Revised Page No. 301
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

3rd Revised Page No. 301

The following services are available to the limit of installed capacity. Charges will be made at the rates specified.  Connection of the services is the responsibility of the contractor.  Rate per hour or fraction  7.05 COMPRESSED AIR (Minimum charge one hour)  Per ship or operation using air \$ 6.08  7.10 STEAM SERVICE (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  7.15 ELECTRICITY  Per KWH \$ 0.047 per KWH \$ 2.00 minimum	TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	
capacity. Charges will be made at the rates specified.  Connection of the services is the responsibility of the contractor.  Rate per hour or fraction  COMPRESSED AIR (Minimum charge one hour)  Per ship or operation using air \$ 6.08  STEAM SERVICE (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  ELECTRICITY  Per KWH \$ 0.047 per KWH	7	SERVICES	
Connection of the services is the responsibility of the contractor.  Rate per hour or fraction  COMPRESSED AIR  (Minimum charge one hour)  Per ship or operation using air \$ 6.08  7.10  STEAM SERVICE (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  7.15  ELECTRICITY  Per KWH \$ 0.047 per KWH		The following services are available to	the limit of installed
CONTRACTOR.  Rate per hour or fraction  COMPRESSED AIR  (Minimum charge one hour)  Per ship or operation using air \$ 6.08  7.10  STEAM SERVICE  (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  7.15  ELECTRICITY  Per KWH \$ 0.047 per KWH		capacity. Charges will be made at the re	ates specified.
Rate per hour or fraction  7.05 COMPRESSED AIR (Minimum charge one hour)  Per ship or operation using air \$ 6.08  7.10 STEAM SERVICE (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  7.15 ELECTRICITY  Per KWH \$ 0.047 per KWH		Connection of the services is the respon	sibility of the
Or fraction  COMPRESSED AIR  COMPRESSED AIR  (Minimum charge one hour)  Per ship or operation using air  STEAM SERVICE  (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam  \$24.07  Per KWH  \$ 0.047 per KWH		contractor.	
One hour)  Per ship or operation using air \$ 6.08  7.10 STEAM SERVICE (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  7.15 ELECTRICITY  Per KWH \$ 0.047 per KWH			
7.10 STEAM SERVICE (Minimum charge eight hours)  Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  7.15 ELECTRICITY  Per KWH \$ 0.047 per KWH	7.05	COMPRESSED AIR	
Sufficient notice must be given for placing plant on the line  Per ship or operation using steam \$24.07  Per KWH \$ 0.047 per KWH		Per ship or operation using air	\$ 6.08
for placing plant on the line  Per ship or operation using steam \$24.07  7.15 ELECTRICITY  Per KWH \$ 0.047 per KWH	7.10	STEAM SERVICE	
7.15 ELECTRICITY Per KWH \$ 0.047 per KWH			
Per KWH \$ 0.047 per KWH		Per ship or operation using steam	\$24.07
	7.15	ELECTRICITY	
		Per KWH	
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4th Revised Page No. 302
Cancels

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

3rd Revised Page No. 302

<del></del>	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
7.20	HEAVY UNIT TRANSFER: Any heavy unit of fabrication, modules, boats, etc., transported through the shipyard by rail, lowboy, rollers, skids, etc., for transshipment shall bear a facility use charge of \$10.00 per ton of 2,000 pounds.
7.25	WATER AND SEWER
	City water \$3.30 per 100 cu. ft.
	Minimum charge \$5.00 per usage
	River water pump operation \$3.00/hour or fraction
7.30	GAS-OXYGEN SYSTEM: Natural gas shall be billed, based on the meter readings, and rates set by P.U.C. Oxygen shall be billed at the rate of \$1.53 per hundred cubic feet. Oxygen consumption will be determined by allocating gross oxygen consumption in an amount proportional to the natural gas used.
7.35	RECEIPT OF OILY WASTE: Charge for receipt of oil-water mix- tures is \$2.95 per barrel, unless the waste is generated in conjunction with ship repair activity, in which case the charge is \$0.94 per barrel. The Port of Portland reserves the right to refuse to receive wastes. Salt water ballast in quantities of 100,000 barrels or more which does not require heating

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3rd Revised Page No. 303
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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 303

TIEM NO. SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES  to reach an oil content of ten (10) parts per million or less shall have an input rate of \$0.41 per barrel provided arrangements have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.		
shall have an input rate of \$0.41 per barrel provided arrangements have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.	ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
Issued: Effective:		shall have an input rate of \$0.41 per barrel provided arrange- ments have been made in advance with the shipyard manager.
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February 13, 1980 February 14, 1980		

3rd Revised Page No. 304
Cancels

SWAN ISLAND SHIP REPAIR YARD

TARIFF NO. 36

2nd Revised Page No. 304

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREA	AS, MATERIALS & SUPPLIES
8	OPERATED EQUIPMENT	
	The following operated equipment is av	ailable. Charges will
	be made at the rates specified, plus the	
	straight-time or overtime rates. Stra	
	apply when the operators are on a stra	-
	basis only, otherwise overtime rates w	ili appiy. Minimum
	charge: one hour.	
		Rate Per Hour
		Or Fraction Thereof
	Gantry crane (25- to 120-ton	
	capacity)	\$ 29.50 plus operator
	Mobile truck crane	\$ 23.60 plus operator
		and driver
	Mobile truck crane outside	
	ship repair yard fence	
	(except when engaged in	\$ 40.00 plus operator
	ship repair activity)	and driver
	Diesel motor tractor with trailer	\$ 30.70 plus operator
	Diesel motor tractor without	y 30.70 plus operator
	trailer	\$ 15.30 plus operator
	50-ton trailer (without tractor)	\$ 15.30
	Forklift trucks	\$ 13.00 plus operator
	Hi-Lift	\$ 18.90 plus operator
	Loader	\$ 22.40 plus operator
	Log bronc	\$ 23.60 plus operator
	Oil skimmer in transit X-2	\$ 94.40 plus operator
	Oil skimmer in operation X-2	\$188.80 plus operator
	Oil skimmer in transit X-3	\$ 47.20 plus operator
	Oil skimmer in operation X-3	\$ 94.40 plus operator
	Work boat Signe I	\$ 59.00 plus operator
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#### Portland, Oregon

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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MAT	ERIALS & SUPPLIES
9	MACHINE TOOLS AND MISCELLANEO	us
	The following tools are available for use in Yard by regular tenants of the yard. Lessee for equipment while in his possession, and sequipment in good condition. Any repairs negor the account of the Lessee.	shall be responsible
		Rate Per Day*
		Or Fraction
	Drill (radial) Lathe 20 in. Lathe 18 in. 36-inch jointer Band saw - each Air hammer Large impact wrench, 2 1/2-in. drive Motor generator set	\$17.00 35.00 30.00 9.00 12.00 16.00 12.00 45.00
	* Minimum rental one (1) day	
Issued: June 14, 19	78	Effective: July 1, 1978

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Cancels

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 306

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
10	SHORE AREAS
	Shore areas for construction, repair and storage of tanks, structural steel, construction equipment, etc., shall be provided as available at the rate of \$0.06 per square foot per month or fraction thereof.
	# # #
11	MATERIAL AND SUPPLIES
	The Port of Portland cost plus 25 percent.
sued:	Effective:

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February 14, 1980

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401

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ITEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
12	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
	Rates and terms for usage of the Vessel Construction and	
	Launch System are subject to negotiation.	
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Issued:	Effective:	
June 14, 197		8

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.			
13	Item Cancelled		
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Issued: June 14, 19	78		ective:

THE PORT OF PORTLAND 1st Revised Page No. 502 Portland, Oregon Cancels SWAN ISLAND SHIP REPAIR YARD Original Page No. 502 TARIFF NO. 36 ITEM NO. Item Cancelled 14 Issued: Effective: June 14, 1978 July 1, 1978

Original Page No. 601

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

15.03 TOOLS AND EQUIPMENT: Tools and equipment are available under the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.  15.06 SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.  15.09 APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will	ITEM NO.	RULES AND REGULATIONS
the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.  15.06 SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.  15.09 APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will	15	RULES AND REGULATIONS
of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.  15.09 APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will	15.03	the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of
ties are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will	15.06	of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed
Effective	15.09	ties are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facili-
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#### THE PORT OF PORTLAND Original Page No. 602 Portland, Oregon

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ITEM NO.	RULES AND REGULATIONS		
	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.		
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution		
	or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to determine the accuracy of the subject information. All such services will be billed at cost to the vessel.		
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibilty in such cases for damage to dry docks, vessel, cargo		
ssued: February 9,	Effective: February		77

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

Cancels

Original Page No. 603

ITEM NO.	RULES AND REGULATIONS
	or other property or to persons. No weight or water ballast shall be shifted, added or removed while the vessel is in dry dock unless such change in weight is authorized in advance by the Port and an accurate record thereof is kept by the master or a person in charge.
	Any damage to the dock or wharves or property connected therewith, caused by negligence or any other fault of the party, will be charged to the responsible party.
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.
15.21	STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.
sued:	Effective:
une 14, 197	July 1, 1978

Original Page No. 604

ITEM NO.	RULES AND REGULATIONS	
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.	
	All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.	
	The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.	
15.24	SCHEDULING OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:	
	<ol> <li>A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.</li> <li>Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.</li> </ol>	
ssued: February 9,	1977 Effective:	

1st Revised Page No. 605 Cancels

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS	
	<ol> <li>Ocean-going vessels shall have priority over river craft, barges and nonpropelled craft. Ocean-going barges running on schedule as steamship liners have the same priority as other ocean-going vessels.</li> <li>In no case shall a dry dock be held vacant waiting for a vessel not at berth for docking at the time the dry dock becomes available. Such a vessel will automatically lose any scheduling advantage and must reschedule.</li> <li>In the event that two vessels apply for docking on the same day, and it is possible to dock only one on that particular day, the ship scheduled first shall have preference, provided that all factors are equal.</li> <li>The Port of Portland reserves to itself the right to assign the dry dock to be made available for any vessel.</li> <li>Nothing contained herein shall be construed as a guarantee by the Port of Portland of any dry-docking date.</li> </ol>	
15.27	OIL DISPOSAL: Vessels must make provisions that fuel oil will not be discharged while on dry dock or afloat at wharves.  The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses, and the cost of such removal or attempt to remove such oil will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.  SAFETY MEASURES AND SANITATION: Vessels using the dock or	
Issued:	wharves must at all times keep the same clear of dirt and  Effective:	
June 14, 19	78 July 1, 1978	

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.

#### RULES AND REGULATIONS

rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal.

All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible.

Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.

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February 9, 1977

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ITEM NO.	RULES AND REGULATIONS	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways	
	in use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
	or tank barge shall be moored at Swan Island for the specific	
	purpose of gas freeing exclusively. Vessels being repaired	
	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	
	designate an isolated berth as called for in the regulations	
	listed above.	
sued:	Effective:	
une 14, 1	978 July 1, 19	978

Original Page No. 608

ITEM NO.	RULES AND REGULATIONS
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products, or other product or material which might create an unusual risk. No kerosene, gasoline, solvents, paints, paint thinners or other explosive or flammable materials will be allowed to remain on the docks or wharves. All such material must be stored in a manner approved by the government officials having jurisdiction.
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility of the repair contractor to install and remove gangways and ladders for vessels on dry dock.
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the dry dock shall move at the vessel's expense at any time they are requested to do so by the Marine Manager of the Port or his assistants. Assignment of use of yard area will be under control of the Port, and any area assigned will be subject to charges under the tariff.
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate the dry dock upon order of the dry dock authorities whenever the dry dock is required for other work, and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.
ssued:	Effective:
ebruary 9,	1977 February 9, 1977

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TEM NO.	RULES AND REGULATIONS
15.48	SECURITY: In the interest of security, identification badges may be required for persons entering the dry dock area when considered necessary by the Port.
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.
15.54	INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be done on the dry docks.
	Effective:

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ITEM NO. RULES AND REGULATIONS	
15.63 FORCE MAJEURE: In the event operations are suspended by	
Force Majeure and the yard cannot be used for its intended	
purpose, the obligations of the Port shall be suspended.	
The term "Force Majeure" means any cause not reasonably	
within the direct or indirect control of the Port, including	
but not limited to Acts of God, strikes, lockouts, or indus-	
trial disturbances, act of the public enemy, war, blockade,	
public riot, landslides, lightning, earthquakes, fire, storm,	
flood, explosion, and judicial or governmental restraint.	
15.66 HOLD HARMLESS: The contractor and the vessel owner agree	
jointly and severly to indemnify and save and hold harmless	
the Port of Portland, its Commissioners, agents or employees	
and the United States of America (Department of the Navy)	
from and against all claims and actions and expenses inci-	
dental to the investigation and defense thereof, based upon	
or arising out of damages or injuries to persons or their	
property, caused by the fault or negligence of the contractor,	
its agents or employees in the use or occupancy of the ship	
repair facilities and equipment; provided further that the	
Port of Portland shall give to the contractor and the vessel	1
owner prompt and reasonable notice of any such claims or	ł
actions and the contractor and vessel owner shall have the	j
right to investigate, compromise and defend same.	
15.69 CHANGE OF RULES: These rules and regulations are subject to	
change when necessary in the judgement of the Port of Portland.	
Issued: Effective:	
February 9, 1977 February 9, 19	77

Original Page 610a

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	RULES AND REGULATIONS	
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation.	
	Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of 45 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge.	
	The delinquency charge of 5/6 percent per month (10 percent per year) will be charged for one month and each month thereafter, if invoice is not paid within 45 days of invoice date; provided, however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.  Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts.	

April 13, 1977

Effective: May 1, 1977

Original Page No. 611

ITEM NO.	RULES AND REGULATIONS		
16	LIMIT OF CAPACITY OF SERVICE		
	All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Marine Director and his assistants shall be complied with promptly and continuously. The right is reserved by the Marine Director and his assistants to cancel permissions given hereunder at any time and without recourse.		
·			
Issued: February 9,	Issued: Effective: February 9, 1977 February 9, 1977		

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS
17	POSTED LABOR RATES
	All services will be performed at the posted labor rates in effect at the time the service is performed. Current posted rates may be obtained at the Ship Repair Yard office.
	MD/P/AP
Issued: June 14, 197	Effective: July 1, 1978

# THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

THE ENCLOSED INCLUDES REVISIONS

APPROVED BY THE COMMISSION ON NOVEMBER 14, 1979

EFFECTIVE NOVEMBER 15, 1979

THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

EFFECTIVE FEBRUARY 9, 1977

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

#### TARIFF NO. 36

#### INDEX

ITEM NO.	DESCRIPTION	REVISION NO.	PAGE NO.	EFFECTIVE DATE
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2	METHOD OF CHARGING FOR DRY-DOCKING	1st Revised	201	7/01/78
2.05	Lift Day	1st Revised	201	7/01/78
2.10	Lay Day	1st Revised	201	7/01/78
2.15	Delayed Undocking	1st Revised	201	7/01/78
2.20	Docking Out of Schedule	1st Revised	202	7/01/78
3	DRY DOCK RATES	1st Revised	203	7/01/78
3.05	Application	1st Revised	203	7/01/78
3.10	U.S. Government Vessels	1st Revised	203	7/01/78
3.15	Minimum Rate	1st Revised	203	7/01/78
3.17	Dredges, Derrick Scows, Barges	1st Revised	203	7/01/78
3.20	Rates A, B & C	2nd Revised	204	8/09/79
3.25	Fractional Lay Days	2nd Revised	204	8/09/79
3.30	Cargo	Original	205	2/09/77
3.35	Services Included in Dry Dock Rates	Original	205	2/09/77
3.40	Idle Time on Dry Dock	1st Revised	206	7/01/78
3.45	Dry Dock Cleaning	1st Revised	206	7/01/78
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4.10	Extra Dock Work	Original	207	2/09/77
4.15	Limitation of Time	Original	207	2/09/77
4.20	Changes	1st Revised	208	7/01/78
5	RATES FOR AUXILIARY SERVICES	2nd Revised	209	8/09/79
5.05	Berthage for Repairs Afloat	2nd Revised	209	8/09/79
5.10	Wharfage	2nd Revised	209	8/09/79
5.13	Underwater Sonar Test Basin	lst Revised	210	12/26/78
5.15	Vessel Cancellation	lst Revised	210	12/26/78
6	SHORESIDE DRY-DOCKING	Original	211	2/09/77
6.05	Rate D	Original	211	2/09/77
6.10	Dry Dock Rates	Original	211	2/09/77
6.15	Rate E	Original	212	2/09/77
7	SERVICES	3rd Revised	301	11/15/79
7.05	Compressed Air	3rd Revised	301	11/15/79
7.10	Steam Service	3rd Revised	301	11/15/79
7.15	Electricity	3rd Revised	301	11/15/79
7.20	Heavy Unit Transfer	3rd Revised	302	11/15/79
7.25	Water and Sewer	3rd Revised	302	11/15/79
7.30	Gas-Oxygen System	3rd Revised	302	11/15/79
7.35	Receipt of Oily Waste	3rd Revised	302	11/15/79

3rd Revised Page No. 3 Cancels 2nd Revised Page No. 3

ITEM		REVISION	PAGE	EFFECTIVE
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0	OBER AMER TOWERNESS	0.15.1.1	201	0/00/70
8	OPERATED EQUIPMENT	2nd Revised	304	8/09/79
9	MACHINE TOOLS & MISCELLANEOUS	1st Revised	305	7/01/78
10	SHORE AREAS	2nd Revised	306	8/09/79
11	MATERIAL & SUPPLIES	2nd Revised	306	8/09/79
12	VESSEL CONSTRUCTION & LAUNCH SYSTEM	1st Revised	401	7/01/78
13	ITEM CANCELLED	1st Revised	501	7/01/78
14	ITEM CANCELLED	lst Revised	502	7/01/78
15	RULES AND REGULATIONS	Original	601	2/09/77
15.03	Tools & Equipment	Original	601	2/09/77
15.06	Services	Original	601	2/09/77
15.09	Application - Responsibilities	Original	601	2/09/77
15.12	Services of Naval Architect	Original	602	2/09/77
15.15	Trim of Vessel - Assumption of Risks	Original	602	2/09/77
15.18	Moving blocks	lst Revised	603	7/01/78
15.21	Staging Lines	lst Revised	603	7/01/78
15.24	Scheduling of Vessels	Original	604	2/09/77
15.27	Oil Disposal	lst Revised	605	7/01/78
15.30	Safety Measures and Sanitation	lst Revised	605	7/01/78
15.33	Control of Gas Hazards	lst Revised	607	7/01/78
15.36	Storing Supplies	Original	608	2/09/77
15.39	Gangways from Ship to Shore	Original	608	2/09/77
15.42	Wharves and Yard Area	Original	608	2/09/77
15.45	Scows and Barges Must Vacate	Original	608	2/09/77
15.48	Security	Original	609	2/09/77
15.51	Equipment on Port Premises	Original	609	2/09/77
15.54	Inside Parking	Original	609	2/09/77
15.57	Outside Parking	Original	609	2/09/77
15.60	Mobile Equipment	Original	609	2/09/77
15.63	Force Majeure	Original	610	2/09/77
15.66	Hold Harmless	Original	610	2/09/77
15.69	Change of Rules	Original	610	2/09/77
15.72	Delinquent Invoices	Original	610a	5/01/77
16	LIMIT OF CAPACITY OF SERVICE	Original	611	2/09/77
17	POSTED LABOR RATES	1st Revised	701	7/01/78

lst Revised Page No. 101

Cancels

Original Page No. 101

ITEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
4	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion,	
	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 201

Cancels

Original Page No. 201

ITEM NO.	METHOD OF CHARGING AND RATES	ļ
2	METHOD OF CHARGING FOR DRY-DOCKING	
2.05	LIFT DAY: The first 24 hours shall constitute a lift day	
	and shall be the minimum time used for computing charges.	
	Lift day charges accrue from the time the bow of the vessel	
	crosses over the sill of the dry dock. However, if a vessel	
	is docked prior to its scheduled docking time for the Port's	
	convenience, the actual hours required to dry-dock the vessel	
	shall be charged at lift day rates and the actual hours from	
	the completion of dry-docking until repair work begins will be	,
	charged at idle time rates.	
•		
	In the event a vessel is waiting to go on a dry dock which is	
	already occupied, or about to be occupied, no delay shall be	
·	permitted in docking or completion of repair work, even if	
	completion requires weekend or holiday work.	
	learning and the second of negrous, we have	
2.10	LAY DAY: A lay day shall be the 24-hour period following a	
	lift day or any preceding lay day. A lay day shall end when	
	the vessel clears the dry dock.	<u>.</u>
	the vesser crears the day dock.	4.
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for	
21.19	the Port's convenience after the expiration of a chargeable	
	the fore B convenience dreef the expiration of a chargeagle	
*		

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Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

Original Page No. 202

ITEM NO.	METHOD OF CHARGING AND RATES	
	period, the tariff charge shall accrue only to the end of such chargeable period.	•
2.20	DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock	
	out of time schedule for the Port's convenience, any overtime	
	pertaining to the Port's portion of labor involved will be	
	born by the Port.	
* 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3 - 3		
4. J		
· · · · · · · · · · · · · · · · · · ·		
sued:	Effective:	· · · · · · · · · · · · · · · · · · ·

1st Revised Page No. 203
Cancels
Original Page No. 203

ITEM NO.	METHOD OF CHARGING AND RATES	
3	DRY DOCK RATES	
3.05	Dry dock rates apply to gross tonnage of vessel when officially	
	registered subject to the qualifications stated below.	
*	Users are advised to check with the Port regarding the	
	application of these qualifications.	
3.10	Vessels operated by the U.S. Government, the gross tonnages	
	of which are not recorded, will be dry-docked at the rates	
	listed below; tonnages to be based on those listed in the	
	specifications subject to our verification, or acutal dis-	
	placement when entering dry dock.	
		• 
3.15	For self-propelled ocean-going vessels (excluding tugs),	
	the minimum daily dry dock rate shall be \$2,500 except for	
	idle time on dry dock, see Item 3.40.	
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official	
	tonnage will be used when available. Otherwise, gross	· · ·
•	tonnage will be determined by hull overall dimensions thus:	
		·
	Length x Beam x Depth _ c m	
	100	
		*
ssued:	Effective:	
June 14, 19	July 1, 19	78

2nd Revised Page No. 204

Cancels

SWAN ISLAND SHIP REPAIR YARD

TARIFF NO. 36

1st Revised Page No. 204

ITEM NO.	METHOD OF CHAR	GING AND RATES		· · · · · · · · · · · · · · · · · · ·
3.20	RATES			
		_ •		
	RATE A	Lift Day	Lay Day	
	RAIE A			
	Vessels having a	Rates per	Rates per	
	registered gross	registered	registered	
	tonnage of	gross ton	gross ton	ŧ
	1,500 tons or over			
	(1) Vessels less than			
	84' beam	\$0.39	\$0.35	
	(2) 84' to 106' beam	0.41	0.35	
	(3) 106' to 139' beam	0.43	0.37	
	(4) 139' and over beam	0.49	0.43	
	RATE B			
	Vessels docked on Dock 2			
	with gross tonnage over			
	12,000 tons will be dis-			_
	counted 10 percent on		,	
	above RATE A lift day			
	and lay day charges.			
	DAME C			
	RATE C			
•	Vessels having a			
	registered gross	Den.		
· · · · · · · · · · · · · · · · · · ·	tonnage under			
	1,500 tons	\$3.00 per foot	\$2.60 per foot	
	Minimum bina 6an annubina ah	1: 6.	1	-
	Minimum time for computing ch	arges - one lill	day	
3.25	FRACTIONAL LAY DAYS: Lay day	s will be prorate	d in one-half	
	days when dry dock work is co	mpleted in less t	han a half	
		:	]	
	a lay day.			
<del></del>				
ssued:			Effective:	
ugust 8,	1979		August 9, 1979	9.

Original Page No. 205

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.	
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include	
	the following facilities to the extent of availability and	
	subject to the limits given. All labor at posted rates.	
	1. Compressed Air (contractor must make connection to vessel).	
	2. River water pump (contractor must make connection to	
	vesse1). 3. Steel skips.	
	4. Concrete test blocks.	
	5. Floodlights, cluster lights and plug boxes. (Damaged or	
·	broken equipment to be charged to the contractor at	
v - * -	replacement cost plus 25 percent. Lamps not to be	
	included with above equipment.)	
.:	6. When two or more vessels are dry-docked piggyback for the	
	purpose of effecting repairs and/or floating the piggy-	
	back vessel or vessels, dry dock haul and lay day rates	
	will apply to each vessel.	
<u>.</u>	7. Moving a vessel on blocks: Contractor will be charged	
1. • • • • • • • • • • • • • • • • • • •	for all labor at posted rates and any additional moves	
	for labor at posted rate.	

Issued:

February 9, 1977

Effective: February 9, 1977

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 206

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TEM NO.	METHOD OF CHARGING AND RATES
	8. Labor for building and placing blocks and operating dry
	docks except that portion on overtime.
	9. All vessels covered by Rate C for dry-docking will be
	charged for all services received at the posted rate for
	such services. Payment of all services used will be in
	addition to payment in accordance with RATE C above.
3.40	IDLE TIME ON DRY DOCK: A charge of \$0.75 per linear foot of
	overall length per day or fraction, to the nearest dollar,
	minimum charge \$100.00 plus the regular tariff rate for all
	services and facilities used during the idle period will be
•	made for vessels on dry dock Saturdays, Sundays and/or holidays,
	if dry dock work is not performed. THE PROVISION HEREIN FOR
	IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER
	VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL
	DRY DOCK CHARGE WILL BE APPLICABLE.
3.45	DRY DOCK CLEANING: Rates for cleaning sand and other
	abrasives from the dry docks are as follows:
	Sweep Blasting \$, 0.025 per sq. ft. cleaned
	Commercial Blasting \$ 0.045 per sq. ft. cleaned
	Bare Metal Blasting \$ 0.075 per sq. ft. cleaned
	Spot Blasting \$22.50 per ton abrasive used
- 1	

Original Page No. 207

ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged	•
	for setting blocks, docking and/or undocking on other than	
. •	regular shift and work week. The Port's regular work week is	
	day shift, Monday through Friday, with holidays excepted.	·
	A charge for the total labor at posted rates will be made when	
	such labor is made necessary by a time engagement for con-	
	venience of a vessel, and the vessel fails to fulfill such	<del>}</del> :
	engagement.	
1	A charge for total labor at posted overtime rates will be	
	made in all cases where overtime work is performed for vessel's	
	convenience.	
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or	
	high blocking will be charged for the additional labor and	
	material required in preparing and clearing the dock. A	
	charge will likewise be made for all keel and bilge blocks	
	removed and replaced as necessary to accomplish repairs.	
	Blocks damaged by removal to effect repairs to a vessel will	
	be charged extra.	
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than	
	two weeks will be allowed to have the same only by special	-
sued:	Effective:	

1st Revised Page No. 208 Cancels Original Page No. 208

ITEM NO.	METHOD OF CHARGING AND RATES	
	arrangement with the Port of Portland. Request for such	
	scheduling shall be submitted in writing.	
4.20	CHANGES: All rates and conditions herein are subject to	
	change at the discretion of the Port of Portland, but not so	
	as to increase dry dock, crane and berthage charges (excludes	}
	utilities and labor) on a vessel definitely booked for a	
	specific dry docking date. This rate protection shall not	}
	apply to bookings made in excess of twelve months in advance	
	of the dry docking commencement date.	
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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 209

Cancels

1st Revised Page No. 209

TEM NO.	METHOD OF CHARGING AND RATES	
5	RATES FOR AUXILIARY SERVICES	
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to	
	tie at Berths 301 through 310 for the purpose of effecting	
	repairs and/or alterations, the following charges shall	
	apply:	
	Rate: \$0.40 per linear foot overall length per 24-hour day	
•	or fraction, to the nearest dollar, for the first	
	fifteen (15) calendar days, and thereafter \$0.30 per	
	linear foot overall length per 24-hour day or	1
	fraction, to the nearest dollar. The minimum charge	
	is \$25.00 per 24-hour day or fraction thereof.	
	Berthage is defined to include the right of repairer and his	
	employees to limited use of the adjacent pier dock, comfort	
	facilities, pier approach, roadway, parking space and all	
**	common user facilities, nonexclusively, and subject to all	i.
	other tariff charges for special facilities and services, and	
	subject to a preferential right of vessels in dry dock.	
5.10	WHARFAGE: While a vessel is permitted to tie at piers when	
	not under repairs the following rate shall apply:	
sued:	Effective:	
igust 8,	1979 August 9, 197	9

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 210
Cancels
Original Page No. 210

ITEM NO.	METHOD OF CHARGING AND RATES	
	Rate: For the vessels lying idle at Berths 301 through	
	311, charges shall be the same as for vessels under	
	"Berthage for Repairs," except that reduction in	
	charges for periods over fifteen (15) calendar days	1
	will only be made for the convenience of the Port	
1	of Portland.	
	The foregoing wharfage charge applies for the use of the pier	
	frontage to which the vessel is moored and permits the use of	
	the contiguous pier for access only and permits access through	
	the dry dock plant for vessels' personnel and ordinary stores.	
	This rate does not grant any rights to the use of the facili-	
	ties to effect repairs to such vessel except routine work by	
	vessel's personnel.	
	vester s personner.	
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth	
	305-306 for the purpose of testing sonar devices, the rate	
	for such use is \$5,000 per vessel.	
	Tot back abe 15 45,000 per vesser.	
5.15	VESSEL CANCELLATION: A charge for costs involved will be	
	made if a vessel cancels a booking after vessel or vessels	
	have been moved to clear a berth for the cancelled vessel.	
·	nave been moved to clear a belth for the cancelled vessel.	
ued:	Effective:	<del></del>

Original Page No. 211

ITEM NO.	METHOD OF CHARGING AND RATES
6 .	SHORESIDE DRY-DOCKING
6.05	RATE D
	SMALL VESSELS: Owners or agents applying for shoreside dry-
	docking must apply in person at the Swan Island Ship Repair
!	Yard business office to make dry-docking arrangement.
6.10	DRY DOCK RATES: Waterborne vessels including tugs, pleasure
	craft and barges may be lifted out of the water for shoreside
	dry-docking or other purposes under the following provisions:
	1. Dry-docking or lift day charges \$100.00 plus \$2.00 per ton
	in excess of five-ton displacement for one crane. This
	charge is for the first hour of crane use only. Additional
	crane service at tariff rates for cranes.
	2. Lay day charges will be \$20.00 per day per vessel.
	3. Undocking day charges will be crane service charges only.
	4. Displacement tonnage shall be determined by the Marine
	Manager or his assistants from the length, breadth and
	draft of the vessel, using an appropriate block coef-
	ficient.
	5. If undocking occurs during the 24-hour docking day period,
-	the docking day charge only shall apply.
	6. Small vessels unloading from truck or rail car to river,
	or from river to truck or rail car, will be charged the
	same as Item 1 above.
sued:	Effective:

#### THE PORT OF PORTLAND Original Page No. 212 Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES	
	7. Vessels whose displacement indicates weight beyond or	
	near the capacity of the available facilities to lift, or	
	vessels which may constitute a hazard will not be lifted.	
	8. The Port of Portland assumes no responsibility for	
	safety or security of any vessel either while being	
	lifted or while on the blocks.	
	9. All blocks and rigging lines below the gantry hook,	
	spreader bars, or any other tackle of any kind are to be	
•	furnished by ship repair contractors. All rigging is to	
	be done by ship repair contractors.	,
	10. The Marine Director of the Port of Portland or his assis-	•
	tants shall have the right to require additional cranes	
	or to refuse to lift any vessel.	
6.15	RATE E	
		· .
	CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT,	
	ETC., PERTAINING TO SHIP REPAIR WORK: For crane service	
	handling structural steel, equipment, etc., from or to truck,	`. 
	rail, barge or storage, the following rates will apply. For	
	loads of less than ten (10) tons, regular tariff rate. For	
	loads in excess of ten (10) tons, the rate of \$100.00 plus	
•	\$2.00 per ton in excess of ten tons for each lift. This	
	charge to cover the first hour, after which regular crane	
	rates will apply.	
·		
ssued:	Effective:	
February 9	, 1977 February 9,	1977

3rd Revised Page No. 301
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 301

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	MATERIALS & SUPPLIES	
7	SERVICES		*
	The following services are available to the	he limit of installed	
	capacity. Charges will be made at the rai	tes specified.	
	Connection of the services is the respons	ibility of the	
	contractor.		
		Rate per hour or fraction	
7.05	COMPRESSED AIR	(Minimum charge one hour)	
	Per ship or operation using air	\$ 5.15	
7.10	STEAM SERVICE	(Minimum charge eight hours)	
		in the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of the second of	
	Sufficient notice must be given for placing plant on the line		
	Per ship or operation using steam	\$17.50	
7.15	ELECTRICITY		
	Per KWH	\$ 0.036 per KWH \$ 2.00 minimum	
ssued:		Effective:	
lovember 1	4 1979	November 15, 1979	

3rd Revised Page No. 302
Cancels
2nd Revised Page No. 302

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

EM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
7.20	HEAVY UNIT TRANSFER: Any heavy unit of fabrication, modules,
	boats, etc., transported through the shipyard by rail, lowboy,
	rollers, skids, etc., for transshipment shall bear a facility
	use charge of \$10.00 per ton of 2,000 pounds.
7.25	WATER AND SEWER
	City water \$2.80 per 100 cu. ft.
	Minimum charge \$5.00
·	per usage
	River water pump operation \$3.00/hour or fraction
7.30	GAS-OXYGEN SYSTEM: Natural gas shall be billed, based on the
	meter readings, and rates set by P.U.C. Oxygen shall be
	billed at the rate of \$1.30 per hundred cubic feet. Oxygen
	consumption will be determined by allocating gross oxygen
	consumption in an amount proportional to the natural gas
	used.
7.35	RECEIPT OF OILY WASTE: Charge for receipt of oil-water mix-
	tures is \$2.50 per barrel, unless the waste is generated in
	conjunction with ship repair activity, in which case the charge
	is \$0.80 per barrel. The Port of Portland reserves the right
	to refuse to receive wastes. Salt water ballast in quantities
	of 100,000 barrels or more which does not require heating

November 14, 1979

November 15, 1979

2nd Revised Page No. 303
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 303

ITEM	NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES  to reach an oil content of ten (10) parts per million or less shall have an input rate of \$0.35 per barrel provided arrange-	<u> </u>
		ments have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.	
	•.		
			·
			•

2nd Revised Page No. 304 Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 304

The following operated equal be made at the rates special straight-time or overtime apply when the operators as	. ·
be made at the rates specistraight-time or overtime apply when the operators as basis only, otherwise over charge: one hour.  Gantry crane (25-ton, and 90-ton capacity Mobile truck crane our ship repair yard ferosepations)	fied, plus the operator(s) at posted rates. Straight-time rates shall re on a straight-time operating time rates will apply. Minimum  Rate Per Hour Or Fraction Thereof
be made at the rates specistraight-time or overtime apply when the operators as basis only, otherwise over charge: one hour.  Gantry crane (25-ton, and 90-ton capacity Mobile truck crane Mobile truck crane out ship repair yard ferometric strains and selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection of the selection o	fied, plus the operator(s) at posted rates. Straight-time rates shall re on a straight-time operating time rates will apply. Minimum  Rate Per Hour Or Fraction Thereof
straight-time or overtime apply when the operators as basis only, otherwise over charge: one hour.  Gantry crane (25-ton, and 90-ton capacity Mobile truck crane our ship repair yard fe	rates. Straight-time rates shall re on a straight-time operating time rates will apply. Minimum  Rate Per Hour Or Fraction Thereof
apply when the operators as basis only, otherwise over charge: one hour.  Gantry crane (25-ton, and 90-ton capacity Mobile truck crane  Mobile truck crane ou ship repair yard fe	re on a straight-time operating time rates will apply. Minimum  Rate Per Hour Or Fraction Thereof
basis only, otherwise over charge: one hour.  Gantry crane (25-ton, and 90-ton capacity Mobile truck crane  Mobile truck crane ou ship repair yard fe	Rate Per Hour Or Fraction Thereof
Gantry crane (25-ton, and 90-ton capacity Mobile truck crane ou ship repair yard fe	Rate Per Hour Or Fraction Thereof 45-ton
Gantry crane (25-ton, and 90-ton capacity Mobile truck crane Mobile truck crane ou ship repair yard fe	Or Fraction Thereof 45-ton
Gantry crane (25-ton, and 90-ton capacity Mobile truck crane Mobile truck crane ou ship repair yard fe	Or Fraction Thereof 45-ton
and 90-ton capacity Mobile truck crane Mobile truck crane ou ship repair yard fe	Or Fraction Thereof 45-ton
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and 90-ton capacity Mobile truck crane Mobile truck crane ou ship repair yard fe	45-ton
and 90-ton capacity Mobile truck crane Mobile truck crane ou ship repair yard fe	
ship repair activity Diesel motor tractor trailer Diesel motor tractor trailer	\$ 20.00 plus operator and driver tside nce d in \$ 40.00 plus operator y) and driver with \$ 26.00 plus operator
50-ton trailer (without Forklift trucks Hi-Lift Loader Log bronc Oil skimmer in transi Oil skimmer in operat Oil skimmer in operat Work boat Signe I	\$ 11.00 plus operator \$ 16.00 plus operator \$ 19.00 plus operator \$ 20.00 plus operator t X-2 \$ 80.00 plus operator ion X-2 \$160.00 plus operator t X-3 \$ 40.00 plus operator

1st Revised Page No. 305 Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

Original Page No. 305

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATI	ERIALS & SUPPLIES
	WAGNING HOOLS AND MISSELL ANDON	
9	MACHINE TOOLS AND MISCELLANEOU	US
	The following tools are available for use in	
	Yard by regular tenants of the yard. Lessee	
	for equipment while in his possession, and sl	·
1	equipment in good condition. Any repairs ne	cessary will be
	for the account of the Lessee.	
		Rate Per Day*
		Or Fraction
	Drill (radial)	\$17.00
	Lathe 20 in. Lathe 18 in.	35.00
,	36-inch jointer	30.00 9.00
	Band saw - each	12.00
	Air hammer Large impact wrench, 2 1/2-in. drive	16.00 12.00
	Motor generator set	45.00
• •		
,	* Minimum rental one (1) day	
. 1		
sued:	<u> </u>	Effective:
une 14, 19	978	July 1, 1978

2nd Revised Page No. 306 Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 306

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUF	PLIES		
10	SHORE AREAS			,
	Shore areas for construction, repair and storage of tank	s,		·
	structural steel, construction equipment, etc., shall be			
	provided as available at the rate of \$0.05 per square fo	ot per		
	month or fraction thereof.	•		
	# # #			
			• 1	
11	MATERIAL AND SUPPLIES			
	The Port of Portland cost plus 25 percent.		- 1	
		•		
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ssued:		Effect		

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401

Cancels

Original Page No. 401

ITEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTEM
12	VESSEL CONSTRUCTION AND LAUNCH SYSTEM  VESSEL CONSTRUCTION AND LAUNCH SYSTEM
12	VESSEE CONSTRUCTION AND LAUNCH SISIEM
	Rates and terms for usage of the Vessel Construction and
	Launch System are subject to negotiation.
	addition by the distriction are subject to negotiation.
:	
• .	
sued:	Effective:
June 14, 1	

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.		
13	Item Cancelled	
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ssued:	Effective:	_
June 14, 1	978 July 1, 1978	

#### THE PORT OF PORTLAND

Portland, Oregon

1st Revised Page No. 502 Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 502

TARIFF NO. 36

14 Item Cancelled	ITEM NO.		
	14	Item Cancelled	
	i de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de la companya de l		•
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Original Page No. 601

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	 
15	RULES AND REGULATIONS	
15.03	TOOLS AND EQUIPMENT: Tools and equipment are available under	
	the terms of the tariff. Any disputes between contractors	ľ
	arising over use of cranes or other Port equipment will be	  -
	referred to the Yard Manager. In all cases, the decision of	
	the Yard Manager or his assistant will be final.	
15.06	SERVICES: Port must be notified at the start and completion	
	of services required. When service hoses are connected to a	
	vessel, it is assumed they are in use and will be billed	
	accordingly.	
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facili-	
	ties are available to vessels under provisions of the tariff,	
	rules and regulations, only after regular form of application	
. * <del>.</del>	has been signed by an authorized person on behalf of the	
	vessel and owners. When any vessel is docked or berthed and a	
	contractor is engaged and undertakes work upon said vessel,	
	such contractor and his or their agents and/or employees	
	shall, under no circumstances, be regarded as the agent of the	
	Port of Portland, and the Port of Portland assumes no respon-	
	sibility for damages to the vessel or cargo by reason of any	
	act committed by such contractor or his agents and/or employees	,
	and it is expressly stipulated that the Port of Portland is	
	wholly absolved therefrom. Repair or damage to Port facili-	
	ties resulting from vessel and/or contractor operations will	

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ITEM NO.	RULES AND REGULATIONS	·
·	be the responsibility of the contractor, and payment for such	
	repairs will be due and payable when billed to the contractor.	
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the	
	Marine Director or his assistant, the services of a Naval	
	Architect will be retained for determining the suitability	
	and/or method of dry-docking vessels where weight distribution	
·	or stability problems are thought to exist. Such services,	
	when considered necessary, will also be used for observation	
	during dry-docking to assure that the operating limits of the	
	facilities are not exceeded. If the subject information is	
	furnished to the Port of Portland by a contractor, the Marine	
	Director or his assistant may engage a third party to deter-	
	mine the accuracy of the subject information. All such ser-	
	vices will be billed at cost to the vessel.	
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of	
	vessels scheduled for dry-docking shall be reported to the	
	Dockmaster prior to vessels entering dry dock, allowing ample	
	time necessary to make weight calculations. A vessel to be	
	docked must be put on an even keel abeam and trimmed so that	
	the difference in fore and aft trim shall not exceed eight	
	feet. Wrecked vessels, vessels out of trim and vessels docked	
	with cargo aboard or with ballast logs alongside are taken at	
	the vessel's risk. The Port of Portland assumes no respon-	
	sibilty in such cases for damage to dry docks, vessel, cargo	
ŀ		

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

Cancels

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ITEM NO.	RULES AND REGULATIONS	:
	or other property or to persons. No weight or water ballast	•
	shall be shifted, added or removed while the vessel is in dry	
:	dock unless such change in weight is authorized in advance by	*
•	the Port and an accurate record thereof is kept by the	
	master or a person in charge.	
	Any damage to the dock or wharves or property connected there-	
	with, caused by negligence or any other fault of the party,	-
	will be charged to the responsible party.	
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be	
	moved or replaced by or upon the responsibility and at the	
	expense of the vessel, and only with the consent of the Port;	
	provided, however, that any such consent given or any assis-	
	tance rendered by the Port shall in no way affect the provi-	-
•	sions of Item 15.09 hereof, absolving the Port of Portland	
	from responsibility for damages under the circumstances	**
	stated in said Item 15.09.	
15.21	STAGING LINES: Vessels requiring the use of the dock or	
!	wharves must furnish men to handle the vessel, warp it into	
	and out of the dock, furnish all hauling lines, and lines to	
	steady the vessel while on dock when so requested by the Port.	
ued:	Effective:	
ine 14, 19	78 July 1, 197	78

Original Page No. 604

<del></del>		
ITEM NO.	RULES AND REGULATIONS	
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.  All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.	
15.24	The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.  SCHEDULING OF VESSELS: Vessels will be scheduled for drydocking in order of the date applied for, except that:	
	<ol> <li>A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.</li> <li>Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.</li> </ol>	
<pre>Issued: February 9,</pre>	1977 Effective:  February	9 <b>,</b> 1977

1st Revised Page No. 605

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ITEM NO.	RULES AND REGULATIONS	·
	3. Ocean-going vessels shall have priority over river craft, barges and nonpropelled craft. Ocean-going barges running on schedule as steamship liners have the same priority as other ocean-going vessels.	
	4. In no case shall a dry dock be held vacant waiting for a vessel not at berth for docking at the time the dry dock	. •
	becomes available. Such a vessel will automatically lose any scheduling advantage and must reschedule.	
	5. In the event that two vessels apply for docking on the same day, and it is possible to dock only one on that particular	
	day, the ship scheduled first shall have preference, provided that all factors are equal.	
	6. The Port of Portland reserves to itself the right to assign the dry dock to be made available for any vessel.	
	7. Nothing contained herein shall be construed as a guarantee by the Port of Portland of any dry-docking date.	
15.27	OIL DISPOSAL: Vessels must make provisions that fuel oil will	· .
	not be discharged while on dry dock or afloat at wharves.  The Port of Portland reserves the right to remove oil dis-	
	charged in violation of this rule by any means it chooses, and the cost of such removal or attempt to remove such oil	
	will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.	
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or wharves must at all times keep the same clear of dirt and	
ssued:	Effective:	

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.

#### RULES AND REGULATIONS

rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal.

All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible.

Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.

Issued: February 9, 1977

Effective:

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS	,
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways	ļ
·	in use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	,
	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
	or tank barge shall be moored at Swan Island for the specific	į.
	purpose of gas freeing exclusively. Vessels being repaired	
•	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	. *
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	٠.
	designate an isolated berth as called for in the regulations	· · ·
	listed above.	
Issued:	Effective:	
June 14, 19	July 1,	1978

Original Page No. 608

ITEM NO.	RULES AND REGULATIONS	
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right	
	is reserved to refuse dockage or berth at the dry dock plant	
	to any vessel having on board explosives or highly volatile	
	products, or other product or material which might create an	
	unusual risk. No kerosene, gasoline, solvents, paints, paint	•
	thinners or other explosive or flammable materials will be	2
	allowed to remain on the docks or wharves. All such material	
	must be stored in a manner approved by the government officials	
,	having jurisdiction.	
,		
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility	
	of the repair contractor to install and remove gangways and	
	ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the	-
	dry dock shall move at the vessel's expense at any time they	
	are requested to do so by the Marine Manager of the Port or	
	his assistants. Assignment of use of yard area will be under	
·	control of the Port, and any area assigned will be subject to	
,	charges under the tariff.	
45 /5		
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate	
	the dry dock upon order of the dry dock authorities whenever	
	the dry dock is required for other work, and the dry dock	
	authorities are authorized to remove scows and barges in such	
	circumstances. Any costs incurred in keeping a scow or barge	
	afloat or moored shall be payable as an additional charge.	
<u> </u>		
Issued:	Effective:	1077
February 9,	1977 February 9,	19//

#### THE PORT OF PORTLAND Original Page No. 609 Portland, Oregon

ITEM NO.	RULES AND REGULATIONS	
15.48	SECURITY: In the interest of security, identification badges	
	may be required for persons entering the dry dock area when	1
	considered necessary by the Port.	<b>4</b> .
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed	
	within areas leased by the owner of said equipment, all	1
	facilities and equipment must be approved by the Marine	
	Manager for use in the Ship Repair Yard. Speed of vehicles	
	in the yard is limited to ten (10) m.p.h.	
15.54	INSIDE PARKING: Parking space inside the fenced area is	-
, 500	limited and entrance will be permitted only to cars with	]
i	current gate passes. Visitors will be permitted to enter	ł
	upon proper identification. Gate passes are under the control	
·	of the Marine Director, and the right to revoke passes is	
·	reserved at all times. Vehicles not properly parked will be	
-1	subject to removal from the yard. Parking is permitted only	
	in the area marked for parking.	
e .		
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence	
	is provided for the convenience of the employees. Parking	
	will be on a first come basis. Improperly parked cars shall	
	be subject to such fines as are set by ordinance of the Port	
	of Portland Commission.	
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be	
	done on the dry docks.	
sued:	Effective	•

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ITEM NO.	RULES AND REGULATIONS	
15.63	FORCE MAJEURE: In the event operations are suspended by	
	Force Majeure and the yard cannot be used for its intended	
	purpose, the obligations of the Port shall be suspended.	
	The term "Force Majeure" means any cause not reasonably	
	within the direct or indirect control of the Port, including	
	but not limited to Acts of God, strikes, lockouts, or indus-	-
	trial disturbances, act of the public enemy, war, blockade,	
	public riot, landslides, lightning, earthquakes, fire, storm,	
	flood, explosion, and judicial or governmental restraint.	
15.66	HOLD HARMLESS: The contractor and the vessel owner agree	
•	jointly and severly to indemnify and save and hold harmless	
	the Port of Portland, its Commissioners, agents or employees	
	and the United States of America (Department of the Navy)	
	from and against all claims and actions and expenses inci-	
	dental to the investigation and defense thereof, based upon	
	or arising out of damages or injuries to persons or their	
	property, caused by the fault or negligence of the contractor,	
	its agents or employees in the use or occupancy of the ship	
	repair facilities and equipment; provided further that the	
	Port of Portland shall give to the contractor and the vessel	
	owner prompt and reasonable notice of any such claims or	:
	actions and the contractor and vessel owner shall have the	
	right to investigate, compromise and defend same.	
15.69	CHANGE OF RULES: These rules and regulations are subject to	
	change when necessary in the judgement of the Port of Portland.	
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Issued:	Effective:	* *.
ebruary 9,	1977 February 9, 19	77

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS					
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation.					
•	Any invoice issued for any charge or charges prescribed by					
	this tariff remaining unpaid for a period of 45 calendar days					
	after date of invoice is delinquent and shall be subject to a delinquency charge.					
	5.576					
	The delinquency charge of 5/6 percent per month (10 percent per year) will be charged for one month and each month					
	thereafter, if invoice is not paid within 45 days of invoice date; provided, however, that in no event shall the delinquency					
	charge be higher than the maximum rate permitted by law.					
	Invoices will be rendered for delinquency charges when these					
	Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including					
	charges total \$5.00 or more. All extra expenses, including					
	charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to					
	charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to, and payable by,					
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Issued: April 13, 1977 Effective: May 1, 1977

Original Page No. 611

ITEM NO.	RULES AND REGULATIONS	ļ			
16	LIMIT OF CAPACITY OF SERVICE				
	All such use shall be limited to capacity and condition of	7 1 1 2			
	facilities beyond the accommodation of operations pertaining				
	to vessels in dry dock. The regulatory instructions of the				
·	Marine Director and his assistants shall be complied with				
	promptly and continuously. The right is reserved by the				
	Marine Director and his assistants to cancel permissions	[:  -			
	given hereunder at any time and without recourse.	-			
		l. 			
		• 			
		<u> </u>			
	Effective:				
sued: bruary 9,					

#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701 Cancels Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS	
17	POSTED LABOR RATES	
	All services will be performed at the posted labor rates in	
	effect at the time the service is performed. Current posted rates may be obtained at the Ship Repair Yard office.	·
	races may be obtained at the ship Repair faid office.	
	MD/P/AP	
		1
•		
sued: une 14, 19	78 Effective: July 1, 1978	

THE PORT OF PORTLAND
SHIP REPAIR YARD
TARIFF NO. 36

THE ENCLOSED INCLUDES REVISIONS

APPROVED BY THE COMMISSION ON AUGUST 8, 1979

EFFECTIVE AUGUST 9, 1979

# THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

EFFECTIVE FEBRUARY 9, 1977

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

#### TARIFF NO. 36

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2.10	Lay Day	lst Revised	201	7/01/78
2.15	Delayed Undocking	lst Revised	201	7/01/78
2.20	Docking Out of Schedule	lst Revised	202	7/01/78
3	DRY DOCK RATES	lst Revised	203	7/01/78
3.05	Application	lst Revised	203	7/01/78
3.10	U.S. Government Vessels	1st Revised	203	7/01/78
3.15	Minimum Rate	lst Revised	203	7/01/78
3.17	Dredges, Derrick Scows, Barges	lst Revised	203	7/01/78
3.20	Rates A, B & C	2nd Revised	204	8/09/79
3.25	Fractional Lay Days	2nd Revised	204	8/09/79
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3.35	Services Included in Dry Dock Rates	Original	205	2/09/77
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4.15	Limitation of Time	Original	207	2/09/77
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5	RATES FOR AUXILIARY SERVICES	2nd Revised	209	8/09/79
5.05	Berthage for Repairs Afloat	2nd Revised	209	8/09/79
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6.05	Rate D	Original	211	2/09/77
6.10	Dry Dock Rates	Original	211	2/09/77
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7	SERVICES	2nd Revised	301	8/09/79
7.05	Compressed Air	2nd Revised	301	8/09/79
7.10	Steam Service	2nd Revised	301	8/09/79
7.15	Electricity	2nd Revised	301	8/09/79
7.20	Heavy Unit Transfer	2nd Revised	302	8/09/79
7.25	Water and Sewer	2nd Revised	302	8/09/79
7.30	Gas-Oxygen System	2nd Revised	302	8/09/79
7.35	Receipt of Oily Waste	2nd Revised	302	8/09/79

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ITEM NO.	DESCRIPTION	REVISION NO.	PAGE NO.	EFFECTIVE DATE
8	OPERATED EQUIPMENT	2nd Revised	304	8/09/79
9	MACHINE TOOLS & MISCELLANEOUS	1st Revised	305	7/01/78
10	SHORE AREAS	2nd Revised	306	8/09/79
11	MATERIAL & SUPPLIES	2nd Revised 2nd Revised	306	8/09/79
12	VESSEL CONSTRUCTION & LAUNCH SYSTEM	lst Revised	401	7/01/78
13	ITEM CANCELLED	lst Revised	501	7/01/78
14	ITEM CANCELLED	lst Revised	502	7/01/78
15	RULES AND REGULATIONS	Original	601	2/09/77
15.03	Tools & Equipment	Original	601	2/09/77
15.06	Services	Original	601	2/09/77
15.09	Application - Responsibilities	Original	601	2/09/77
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15.27	Oil Disposal	lst Revised	605	7/01/78
15.30	Safety Measures and Sanitation	lst Revised	605	7/01/78
15.33	Control of Gas Hazards	lst Revised	607	7/01/78
15.36	Storing Supplies	Original	608	2/09/77
15.39	Gangways from Ship to Shore	Original	608	2/09/77
15.42	Wharves and Yard Area	Original	608	2/09/77
15.45	Scows and Barges Must Vacate	Original	608	2/09/77
15.48	Security	Original	609	2/09/77
15.51	Equipment on Port Premises	Original	609	2/09/77
15.54	Inside Parking	Original	609	2/09/77
15.57	Outside Parking	Original	609	2/09/77
15.60	Mobile Equipment	Original	609	2/09/77
15.63	Force Majeure	Original	610	2/09/77
15.66	Hold Harmless	Original	610	2/09/77
15.69	Change of Rules	Original	610	2/09/77
15.72	Delinquent Invoices	Original	610a	5/01/77
16	LIMIT OF CAPACITY OF SERVICE	Original	611	2/09/77
17	POSTED LABOR RATES	lst Revised	701	7/01/78

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 101

Cancels

Original Page No. 101

ITEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion,	
	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
; ;		

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 201 Cancels Original Page No. 201

ITEM NO.	METHOD OF CHARGING AND RATES	
2	METHOD OF CHARGING FOR DRY-DOCKING	
2.05	LIFT DAY: The first 24 hours shall constitute a lift day	
	and shall be the minimum time used for computing charges.	
	Lift day charges accrue from the time the bow of the vessel	
	crosses over the sill of the dry dock. However, if a vessel	ŀ
	is docked prior to its scheduled docking time for the Port's	
	convenience, the actual hours required to dry-dock the vessel	
	shall be charged at lift day rates and the actual hours from	1
	the completion of dry-docking until repair work begins will be	
	charged at idle time rates.	1
	In the event a vessel is waiting to go on a dry dock which is	
	already occupied, or about to be occupied, no delay shall be	
	permitted in docking or completion of repair work, even if	
	completion requires weekend or holiday work.	
2.10	LAY DAY: A lay day shall be the 24-hour period following a	
	lift day or any preceding lay day. A lay day shall end when	
	the vessel clears the dry dock.	
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for	
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for the Port's convenience after the expiration of a chargeable	
	the fort's convenience after the expiration of a chargeaple	
		,
sued:	Effective	<u></u>

1st Revised Page No. 202 Cancels Original Page No. 202

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	METHOD OF CHARGING AND R	ATES
	period, the tariff charge shall accrue on chargeable period.	ly to the end of such
2.20	DOCKING OUT OF SCHEDULE: If a vessel is out of time schedule for the Port's convepertaining to the Port's portion of labor	nience, any overtime
	borne by the Port.	
sued:	·	Effective:
ne 14, 19	78	July 1, 1978

1st Revised Page No. 203
Cancels
Original Page No. 203

TEM NO.	METHOD OF CHARGING AND RATES	
3	DRY DOCK RATES	
3.05	Dry dock rates apply to gross tonnage of vessel when officially	
	registered subject to the qualifications stated below.	
	Users are advised to check with the Port regarding the	
	application of these qualifications.	
3.10	Vessels operated by the U.S. Government, the gross tonnages	
	of which are not recorded, will be dry-docked at the rates	}
	listed below; tonnages to be based on those listed in the	
	specifications subject to our verification, or acutal dis-	
	placement when entering dry dock.	† 
		} 
3.15	For self-propelled ocean-going vessels (excluding tugs),	
	the minimum daily dry dock rate shall be \$2,500 except for	
	idle time on dry dock, see Item 3.40.	
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official	
	tonnage will be used when available. Otherwise, gross	
•	tonnage will be determined by hull overall dimensions thus:	
	$\frac{\text{Length x Beam x Depth}}{100} = G.T.$	
aneq.	Effective:	
Ssued: Effective: July 1, 19		

2nd Revised Page No. 204
Cancels

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

1st Revised Page No. 204

ITEM NO.	METHOD OF CI	HARGING AND RATES	
3.20	RATES		
	RATE A	Lift Day	Lay Day
	Vessels having a registered gross tonnage of 1,500 tons or over	Rates per registered gross ton	Rates per registered gross ton
	(1) Vessels less than 84' beam (2) 84' to 106' beam (3) 106' to 139' beam (4) 139' and over beam	\$0.39 0.41 0.43 0.49	\$0.35 0.35 0.37 0.43
	RATE B  Vessels docked on Dock 2 with gross tonnage over 12,000 tons will be discounted 10 percent on above RATE A lift day and lay day charges.		
	RATE C  Vessels having a registered gross tonnage under 1,500 tons	\$3.00 per foot	\$2.60 per foot
	Minimum time for computing	charges - one lift d	ay
3.25	FRACTIONAL LAY DAYS: Lay of days when dry dock work is a lay day.		ſ
sued: igust 8, 1	0.70	a annual de la companya de la companya de la companya de la companya de la companya de la companya de la compa	Effective: August 9, 1979

Original Page No. 205

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.	
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include the following facilities to the extent of availability and subject to the limits given. All labor at posted rates.	
	<ol> <li>Compressed Air (contractor must make connection to vessel).</li> <li>River water pump (contractor must make connection to vessel).</li> <li>Steel skips.</li> <li>Concrete test blocks.</li> <li>Floodlights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25 percent. Lamps not to be included with above equipment.)</li> <li>When two or more vessels are dry-docked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels, dry dock haul and lay day rates will apply to each vessel.</li> <li>Moving a vessel on blocks: Contractor will be charged for all labor at posted rates and any additional moves for labor at posted rate.</li> </ol>	

Issued:

February 9, 1977

Effective: February 9, 1977

### 1st Revised Page No. 206 Cancels Original Page No. 206

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

EM NO.	METHOD OF CHARGING AND RATES
	8. Labor for building and placing blocks and operating dry
	docks except that portion on overtime.
	9. All vessels covered by Rate C for dry-docking will be
	charged for all services received at the posted rate for
	such services. Payment of all services used will be in
	addition to payment in accordance with RATE C above.
3.40	IDLE TIME ON DRY DOCK: A charge of \$0.75 per linear foot of
	overall length per day or fraction, to the nearest dollar,
•	minimum charge \$100.00 plus the regular tariff rate for all
	services and facilities used during the idle period will be
4	made for vessels on dry dock Saturdays, Sundays and/or holidays,
	if dry dock work is not performed. THE PROVISION HEREIN FOR
	IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER
	VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL
	DRY DOCK CHARGE WILL BE APPLICABLE.
!	
3.45	DRY DOCK CLEANING: Rates for cleaning sand and other
	abrasives from the dry docks are as follows:
	Sweep Blasting \$ 0.025 per sq. ft. cleaned
	Commercial Blasting \$ 0.045 per sq. ft. cleaned
	Bare Metal Blasting \$ 0.075 per sq. ft. cleaned
į	Spot Blasting \$22.50 per ton abrasive used
.	

Original Page No. 207

ITEM NO.	METHOD OF CHARGING AND RATES	
. 4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.	
	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.	
4.10	EXTRA DOCK WORK: Wrecked or other yessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs.  Blocks damaged by removal to effect repairs to a vessel will be charged extra.	
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special	
Issued: February 9,	Effective: 1977 February 9,	1077

1st Revised Page No. 208 Cancels Original Page No. 208

ITEM NO.	METHOD OF CHARGING AND RATES	
	arrangement with the Port of Portland. Request for such scheduling shall be submitted in writing.	
4.20	CHANGES: All rates and conditions herein are subject to change at the discretion of the Port of Portland, but not as to increase dry dock, crane and berthage charges (exclutilities and labor) on a vessel definitely booked for a specific dry docking date. This rate protection shall no apply to bookings made in excess of twelve months in advance of the dry docking commencement date.	udes
sued: June 14, 1		ffective: y 1, 1978

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 209

Cancels

1st Revised Page No. 209

TEM NO.	METHOD OF CHARGING AND RATES	
5	RATES FOR AUXILIARY SERVICES	
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to tie at Berths 301 through 310 for the purpose of effecting repairs and/or alterations, the following charges shall apply:	
	Rate: \$0.40 per linear foot overall length per 24-hour day or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.30 per linear foot overall length per 24-hour day or fraction, to the nearest dollar. The minimum charge is \$25.00 per 24-hour day or fraction thereof.	
	Berthage is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, nonexclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock.	
5.10	WHARFAGE: While a vessel is permitted to tie at piers when not under repairs the following rate shall apply:	

August 8, 1979

August 9, 1979

1st Revised Page No. 210 Cancels

# SWAN ISLAND SHIP REPAIR YARD

TARIFF NO. 36	Original Page No. 210	
TARTER NO. 30		

ITEM NO.	METHOD OF CHARGING AND RATES	
	Rate: For the vessels lying idle at Berths 301 through 311, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.	
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessels' personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.	
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.	
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.	
ssued: December 13	Effective: December 26, 1	978

Original Page No. 211

TEM NO.	METHOD OF CHARGING AND RATES
6	SHORESIDE DRY-DOCKING
6.05	RATE D
	SMALL VESSELS: Owners or agents applying for shoreside dry-
	docking must apply in person at the Swan Island Ship Repair
	Yard business office to make dry-docking arrangement.
6.10	DRY DOCK RATES: Waterborne vessels including tugs, pleasure
	craft and barges may be lifted out of the water for shoreside
	dry-docking or other purposes under the following provisions:
	1. Dry-docking or lift day charges \$100.00 plus \$2.00 per ton in excess of five-ton displacement for one crane. This
	charge is for the first hour of crane use only. Additional
	crane service at tariff rates for cranes.
	2. Lay day charges will be \$20.00 per day per vessel.
	3. Undocking day charges will be crane service charges only.
	4. Displacement tonnage shall be determined by the Marine
٠	Manager or his assistants from the length, breadth and
	draft of the vessel, using an appropriate block coef-
	5. If undocking occurs during the 24-hour docking day period,
	the docking day charge only shall apply.
	6. Small vessels unloading from truck or rail car to river,
	or from river to truck or rail car, will be charged the
	same as Item 1 above.
ssued:	Effective:
sued. February 9	

Original Page No. 212

ITEM NO.	METHOD OF CHARGING AND RATES	
	<ol> <li>Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.</li> <li>The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.</li> <li>All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by ship repair contractors. All rigging is to</li> </ol>	
6.15	be done by ship repair contractors.  10. The Marine Director of the Port of Portland or his assistants shall have the right to require additional cranes or to refuse to lift any vessel.  RATE E	
	CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT, ETC., PERTAINING TO SHIP REPAIR WORK: For crane service handling structural steel, equipment, etc., from or to truck, rail, barge or storage, the following rates will apply. For loads of less than ten (10) tons, regular tariff rate. For loads in excess of ten (10) tons, the rate of \$100.00 plus \$2.00 per ton in excess of ten tons for each lift. This charge to cover the first hour, after which regular crane rates will apply.	
ssued:	Effective:	

2nd Revised Page No. 301
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 301

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	MATERIALS & SUPPLIES
7	SERVICES	
, ,	The following services are available to t	
	capacity. Charges will be made at the ra	
	Connection of the services is the respons contractor.	sibility of the
		Rate per hour or fraction
7.05	COMPRESSED AIR	(Minimum charge one hour)
	Per ship or operation using air	\$ 4.15
7.10	STEAM SERVICE	(Minimum charge eight hours)
	Sufficient notice must be given for placing plant on the line	
	Per ship or operation using steam	\$13.50
7.15	ELECTRICITY	
	Per KWH	\$ 0.030 per KWH \$ 2.00 minimum
ssued:		Effective:
ugust 8,	1979	August 9, 1979

2nd Revised Page No. 302
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 302

EM NO.	SERVICES, EQUIPMENT, TOOLS, SHORI	E AREAS, MATERIALS & SUPPLIES	
7,20	HEAVY UNIT TRANSFER: Any heavy u	mit of fabrication, modules,	
	boats, etc., transported through	the shipyard by rail, lowboy,	
	rollers, skids, etc., for transsh	ipment shall bear a facility	
	use charge of \$10.00 per ton of 2	,000 pounds.	
7.25	WATER AND SEWER		
	City water	\$1.57 per 100 cu. ft.	
		Minimum charge \$5.00	
		per usage	
	River water pump operation	\$3.00/hour or fraction	
7.30	GAS-OXYGEN SYSTEM: Natural gas s	shall be billed, based on the	
	meter readings, and rates set by	P.U.C. Oxygen shall be	
	billed at the rate of \$0.85 per h	undred cubic feet. Oxygen	
	consumption will be determined by	allocating gross oxygen	
	consumption in an amount proporti	onal to the natural gas	
	used.		
7.35	RECEIPT OF OILY WASTE: Charge fo	r receipt of oil-water mix-	
	tures is \$2.50 per barrel, unless	the waste is generated in	
	conjunction with ship repair acti	vity, in which case the charge	
	is \$0.80 per barrel. The Port of	Portland reserves the right	
	to refuse to receive wastes. Sal	t water ballast in quantities	
	of 100,000 barrels or more which	does not require heating	
ued:	1979	Effective: August 9, 1979	-

2nd Revised Page No. 303
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 303

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
	to reach an oil content of ten (10) parts per million or less shall have an input rate of \$0.35 per barrel provided arrangements have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.	

August 8, 1979

NWMAR122643

August 9, 1979

2nd Revised Page No. 304
Cancels

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 304

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREA	AS, MATERIALS & SUPPLIES	
8	OPERATED EQUIPMENT	ן	
	The following operated equipment is av	ailable. Charges will	
	be made at the rates specified, plus t	-	
	straight-time or overtime rates. Stra	ight-time rates shall	
	apply when the operators are on a stra	ight-time operating	
	basis only, otherwise overtime rates w	ill apply. Minimum	
	charge: one hour.		
		·	
		Rate Per Hour	
		Or Fraction Thereof	
	Gantry crane (25-ton, 45-ton		
	and 90-ton capacity)	\$ 25.00 plus operator	
	Mobile truck crane	\$ 20.00 plus operator	
		and driver	
	Mobile truck crane outside	·	
	ship repair yard fence (except when engaged in	\$ 40.00 plus operator	
	ship repair activity)	and driver	
	Diesel motor tractor with		
	trailer	\$ 26.00 plus operator	
	Diesel motor tractor without		
	trailer 50-ton trailer (without tractor)	\$ 13.00 plus operator \$ 13.00	
	Forklift trucks	\$ 11.00 plus operator	
	Hi-Lift	\$ 16.00 plus operator	
	Loader	\$ 19.00 plus operator	
	Log bronc	\$ 20.00 plus operator	
	Oil skimmer in transit X-2	\$ 80.00 plus operator	
	Oil skimmer in operation X-2 Oil skimmer in transit X-3	\$160.00 plus operator	
	Oil skimmer in transit X-3	\$ 40.00 plus operator \$ 80.00 plus operator	
	Work boat Signe I	\$ 50.00 plus operator	
ssued:		Effective:	<del></del>
ugust 8,	1070	August 9, 1979	

1st Revised Page No. 305 Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

Original Page No. 305

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATH	ERIALS & SUPPLIES
9	MACHINE TOOLS AND MISCELLANEOU	US
	The following tools are available for use in	the Ship Repair
	Yard by regular tenants of the yard. Lessee	
	for equipment while in his possession, and sh	-
	equipment in good condition. Any repairs nec	
		cessary will be
	for the account of the Lessee.	
		Rate Per Day*
		Or Fraction
	Drill (radial)	\$17.00
	Lathe 20 in. Lathe 18 in.	35.00 30.00
	36-inch jointer	9.00
	Band saw - each	12.00
	Air hammer	16.00
	Large impact wrench, 2 1/2-in. drive Motor generator set	12.00 45.00
	Notor generator set	43.00
	* Minimum rental one (1) day	
		1
		·
		1
	•	

Issued: June 14, 1978 Effective: July 1, 1978

2nd Revised Page No. 306 Cancels

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 306

sued:		Effective:
	The Port of Portland cost plus 25 percent.	
11	MATERIAL AND SUPPLIES	
	# # #	
	month or fraction thereof.	
	structural steel, construction equipment, etc., shall be provided as available at the rate of \$0.05 per square for	ì
•	Shore areas for construction, repair and storage of tank	J
10	DIOKE MAIN	
10	SHORE AREAS	
TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SU	LITINO

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401

Cancels

Original Page No. 401

ITEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
12	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
<b>\</b>	Rates and terms for usage of the Vessel Construction and	
	Launch System are subject to negotiation.	
·		
ssued:	Effective:	

June 14, 1978

July 1, 1978

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.			,
13	Item Cancelled		
	•		
		·	
			•
		·	
Issued: June 14, 19	70	Effective: July 1, 1978	

### THE PORT OF PORTLAND

Portland, Oregon 1st Revised Page No. 502

Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 502

TARIFF NO. 36

ITEM NO.				
. 14	Item Cancelled			
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				·
				,
· .				
ssued: une 14, 19	78	Person arraya kina mili kina penyenya manakan dagang	Effective:	

Original Page No. 601

15.03 TOOLS AND EQUIPMENT: Tools and equipment are available under the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.  15.06 SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.  15.09 APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will	ITEM NO.	RULES AND REGULATIONS
the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.  15.06 SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.  15.09 APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facili-	15	RULES AND REGULATIONS
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	15.09	ties are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facili-

Original Page No. 602

ITEM NO.	RULES AND REGULATIONS
	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to determine the accuracy of the subject information. All such services will be billed at cost to the vessel.
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibilty in such cases for damage to dry docks, vessel, cargo
Issued: February 9	Effective: , 1977 February 9, 197

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

Cancels

Original Page No. 603

ITEM NO.	RULES AND REGULATIONS	till til til til til til til til til til
	or other property or to persons. No weight or water ballast shall be shifted, added or removed while the vessel is in dry dock unless such change in weight is authorized in advance by the Port and an accurate record thereof is kept by the master or a person in charge.	
	Any damage to the dock or wharves or property connected therewith, caused by negligence or any other fault of the party, will be charged to the responsible party.	
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.	
15.21	STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.	
ssued:	Effective:	····
June 14, 19		3

Original Page No. 604

ITEM NO.	RULES AND REGULATIONS	gazzania de la constanta de la constanta de la constanta de la constanta de la constanta de la constanta de la
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.	
	All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.  The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.	
15.24	SCHEDULING OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:	
	<ol> <li>A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.</li> <li>Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.</li> </ol>	
ssued:	Effective:	

1st Revised Page No. 605

Cancels

Original Page No. 605

ITEM NO.	RULES AND REGULATIONS	
	<ol> <li>Ocean-going vessels shall have priority over river craft, barges and nonpropelled craft. Ocean-going barges running on schedule as steamship liners have the same priority as other ocean-going vessels.</li> <li>In no case shall a dry dock be held vacant waiting for a</li> </ol>	
	vessel not at berth for docking at the time the dry dock becomes available. Such a vessel will automatically lose	
	any scheduling advantage and must reschedule.  5. In the event that two vessels apply for docking on the same day, and it is possible to dock only one on that particular day, the ship scheduled first shall have preference, provided that all factors are equal.  6. The Port of Portland reserves to itself the right to assign the dry dock to be made available for any vessel.  7. Nothing contained herein shall be construed as a guarantee	
	by the Port of Portland of any dry-docking date.	
15.27	OIL DISPOSAL: Vessels must make provisions that fuel oil will not be discharged while on dry dock or afloat at wharves.  The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses, and the cost of such removal or attempt to remove such oil will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.	
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or wharves must at all times keep the same clear of dirt and	4
Issued: June 14, 19	Effective:  July 1, 19	170

Original Page No. 606

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
	rubbish. After a vessel is undocked, the dry dock must	
	immediately be cleaned of sand and all debris. Piers and	
	wharves must be cleared at all times of equipment and debris	
	to facilitate the movement of fire equipment. In the event	
	of noncompliance, the dry dock authorities are authorized to	
	remove, or have removed, any obstructing materials, and to	
	charge the custodian or owner thereof the costs of removal.	
·	All sanitary discharge overboard lines on the vessel shall be	
	locked up or fastened securely and not used while the vessel	
	is in the dry dock, unless such lines are installed in con-	
	formance with dry dock regulation. In the event of any in-	
	fractions of this rule, both the vessel and the owners and/or	
	contractors shall be held responsible.	
	Smoking or open flame may be declared a hazard in any area at	•
•	any time and be strictly prohibited by the Port of Portland.	
	Vessels, their agents and contractors must enforce this rule	
	upon their own employees. In the event of failure of the	
	vessel or contractor to control their employees in this respect,	
	the Port of Portland will take such action as it deems neces-	
	sary for the safety of the plant. The expense of extra guards	
	or other provision necessary to overcome negligence of the	
	employer in this respect will be chargeable to the vessel and	
	collected as a part of the service charges.	
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Issued: February 9, 1977

Effective: February 9, 1977

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 607

Cancels

Original Page No. 607

ITEM NO.	RULES AND REGULATIONS	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways	
	in use and comply with all harbor regulations.	
	The use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
	or tank barge shall be moored at Swan Island for the specific	
	purpose of gas freeing exclusively. Vessels being repaired	
,	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	
	designate an isolated berth as called for in the regulations	
	listed above.	
ssued:	Effective:	
June 14, 19		

Original Page No. 608

ITEM NO.	RULES AND REGULATIONS	
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right	
	is reserved to refuse dockage or berth at the dry dock plant	
	to any vessel having on board explosives or highly volatile	
•	products, or other product or material which might create an	
	unusual risk. No kerosene, gasoline, solvents, paints, paint	
	thinners or other explosive or flammable materials will be	
	allowed to remain on the docks or wharves. All such material	
	must be stored in a manner approved by the government officials	
į	having jurisdiction.	
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility	
	of the repair contractor to install and remove gangways and	
	ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the	
13.42	dry dock shall move at the vessel's expense at any time they	
	are requested to do so by the Marine Manager of the Port or	
	his assistants. Assignment of use of yard area will be under	
	control of the Port, and any area assigned will be subject to	
	charges under the tariff.	
	•	
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate	
	the dry dock upon order of the dry dock authorities whenever	
	the dry dock is required for other work, and the dry dock	
	authorities are authorized to remove scows and barges in such	
	circumstances. Any costs incurred in keeping a scow or barge	
	afloat or moored shall be payable as an additional charge.	
Issued:	Effective:	
February 9,		

Original Page No. 609

ITEM NO.	RULES AND REGULATIONS	
15.48	SECURITY: In the interest of security, identification badges may be required for persons entering the dry dock area when considered necessary by the Port.	
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.	
15.54	INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.	
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.	
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be done on the dry docks.	

Original Page No. 610

ITEM NO.	RULES AND REGULATIONS	
15.63	FORCE MAJEURE: In the event operations are suspended by	
	Force Majeure and the yard cannot be used for its intended	
•	purpose, the obligations of the Port shall be suspended.	
	The term "Force Majeure" means any cause not reasonably	
	within the direct or indirect control of the Port, including	
	but not limited to Acts of God, strikes, lockouts, or indus-	
	trial disturbances, act of the public enemy, war, blockade,	
	public riot, landslides, lightning, earthquakes, fire, storm,	
	flood, explosion, and judicial or governmental restraint.	
15.66	HOLD HARMLESS: The contractor and the vessel owner agree	
	jointly and severly to indemnify and save and hold harmless	
	the Port of Portland, its Commissioners, agents or employees	
	and the United States of America (Department of the Navy)	
	from and against all claims and actions and expenses inci-	
	dental to the investigation and defense thereof, based upon	
	or arising out of damages or injuries to persons or their	
	property, caused by the fault or negligence of the contractor,	•
	its agents or employees in the use or occupancy of the ship	
	repair facilities and equipment; provided further that the	
	Port of Portland shall give to the contractor and the vessel	
	owner prompt and reasonable notice of any such claims or	
	actions and the contractor and vessel owner shall have the	
	right to investigate, compromise and defend same.	
		`
15.69	CHANGE OF RULES: These rules and regulations are subject to	
	change when necessary in the judgement of the Port of Portland.	
ssued:	Effective:	
bruary 9,		7

Original Page 610a

ITEM NO.	RULES AND REGULATIONS	agragge of prosperiod
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation.	
	Any invoice issued for any charge or charges prescribed by	
	this tariff remaining unpaid for a period of 45 calendar days	
	after date of invoice is delinquent and shall be subject to a	
	delinquency charge.	
	The delinquency charge of 5/6 percent per month (10 percent per year) will be charged for one month and each month thereafter, if invoice is not paid within 45 days of invoice date; provided, however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.  Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts.	
ssued:	Effective:	

Original Page No. 611

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	RULES AND REGULATIONS			
16	LIMIT OF CAPACITY OF SERVICE			
	All such use shall be limited to capacity and of facilities beyond the accommodation of operation to vessels in dry dock. The regulatory instruct Marine Director and his assistants shall be compromptly and continuously. The right is reserved Marine Director and his assistants to cancel per given hereunder at any time and without recours	ns pertaining tions of the plied with ed by the rmissions		
•				

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS				
17	7 POSTED LABOR RATES				
	All services will be performed at the posted labor rates in effect at the time the service is performed. Current posted rates may be obtained at the Ship Repair Yard office.				
·.					
	MD/P/AP				
		·			

# NOTICE

THIS IS A NEW TARIFF EFFECTIVE JULY 1, 1978-

8/9/79

AND DOES INCLUDE IMPORTANT RATE INCREASES

THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

Effective February 9, 1977

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

REVISED PAGES 2 AND 210 EFFECTIVE DECEMBER 26, 1978

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

#### TARIFF NO. 36

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2.10	Lay Day	1st Revised	201	7/01/78
2.15	Delayed Undocking	lst Revised	201	7/01/78
2.20	Docking Out of Schedule	lst Revised	202	7/01/78
3	DRY DOCK RATES	lst Revised	203	7/01/78
3.05	Application	lst Revised	203	7/01/78
3.10	U.S. Government Vessels	lst Revised	203	7/01/78
3.15	Minimum Rate	lst Revised	203	7/01/78
3.17	Dredges, Derrick Scows, Barges	lst Revised	203	7/01/78
3.20	Rates A, B & C	2nd Revised	204	8/09/79
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4	EXTRAS TO BE CHARGED TO THE CUSTOMER	Original	207	2/09/77
4.05	Labor Charges	Original	207	2/09/77
4.10	Extra Dock Work	Original	207	2/09/77
4.15	Limitation of Time	Original	207	2/09/77
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5	RATES FOR AUXILIARY SERVICES	2nd Revised	209	8/09/79
5.05	Berthage for Repairs Afloat	2nd Revised	209	8/09/79
5.10	Wharfage	2nd Revised	209	8/09/79
5.13	Underwater Sonar Test Basin	lst Revised	210	12/26/78
5.15	Vessel Cancellation	lst Revised	210	12/26/78
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6.05	Rate D	Original	211	2/09/77
6.10	Dry Dock Rates	Original	211	2/09/77 .
6.15	Rate E	Original	212	2/09/77
7	SERVICES	2nd Revised	301	8/09/79
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7.10	Steam Service	2nd Revised	301	8/09/79
7.15	Electricity	2nd Revised	301	8/09/79
7.20	Heavy Unit Transfer	2nd Revised	302	8/09/79
7.25	Water and Sewer	2nd Revised	302	8/09/79
7.30	Gas-Oxygen System	2nd Revised	302	8/09/79
7.35	Receipt of Oily Waste	2nd Revised	302	8/09/79

3rd Revised Page No. 3
Cancels
2nd Revised Page No. 3

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	ODER AMERICAN POWER PRODUCTION	0.1.0	207	9/00/70
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10	SHORE AREAS	2nd Revised	306 306	8/09/79
11 12	MATERIAL & SUPPLIES	2nd Revised	401	7/01/78
12	VESSEL CONSTRUCTION & LAUNCH SYSTEM	lst Revised lst Revised	501	7/01/78
	ITEM CANCELLED		502	7/01/78
14 15	ITEM CANCELLED	lst Revised Original	601	2/09/77
15.03	RULES AND REGULATIONS	•	601	2/09/77
	Tools & Equipment	Original	601	2/09/77
15.06	Services	Original	601	2/09/77
15.09	Application - Responsibilities	Original	602	2/09/77
15.12	Services of Naval Architect	Original	602	2/09/77
15.15	Trim of Vessel - Assumption of Risks	Original		
15.18	Moving blocks	lst Revised	603	7/01/78
15.21	Staging Lines	lst Revised	603	7/01/78
15.24	Scheduling of Vessels	Original	604	2/09/77
15.27	Oil Disposal	lst Revised	605	7/01/78
15.30	Safety Measures and Sanitation	lst Revised	605	7/01/78
15.33	Control of Gas Hazards	lst Revised	607	7/01/78
15.36	Storing Supplies	Original	608	2/09/77
15.39	Gangways from Ship to Shore	Original	608	2/09/77
15.42	Wharves and Yard Area	Original	608	2/09/77
15.45	Scows and Barges Must Vacate	Original	608	2/09/77
15.48	Security	Original	609	2/09/77
15.51	Equipment on Port Premises	Original	609	2/09/77
15.54	Inside Parking	Original	609	2/09/77
15.57	Outside Parking	Original	609	2/09/77
15.60	Mobile Equipment	Original	609	2/09/77
15.63	Force Majeure	Original	610	2/09/77
15.66	Hold Harmless	Original	610	2/09/77
15.69	Change of Rules	Original	610	2/09/77
15.72	Delinquent Invoices	Original	610a	5/01/77
16	LIMIT OF CAPACITY OF SERVICE	Original	611	2/09/77
17	POSTED LABOR RATES	lst Revised	701	7/01/78

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SWAN ISLAND SHIP REPAIR YARD

AN	ISLAND SHIP KEPAIK	TAND	Original	Page	No.
	TARIFF NO. 36				

ITEM NO.	DEFINITION	
1	DEFINITION	
•	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion,	
•	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
	•	

June 14, 1978

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 201 Cancels Original Page No. 201

ITEM NO.	METHOD OF CHARGING AND RATES
2	METHOD OF CHARGING FOR DRY-DOCKING
2.05	LIFT DAY: The first 24 hours shall constitute a lift day
	and shall be the minimum time used for computing charges.
	Lift day charges accrue from the time the bow of the vessel
	crosses over the sill of the dry dock. However, if a vessel
	is docked prior to its scheduled docking time for the Port's
	convenience, the actual hours required to dry-dock the vessel
	shall be charged at lift day rates and the actual hours from
	the completion of dry-docking until repair work begins will be
	charged at idle time rates.
	In the event a vessel is waiting to go on a dry dock which is
	already occupied, or about to be occupied, no delay shall be
•	permitted in docking or completion of repair work, even if
•	completion requires weekend or holiday work.
2.10	LAY DAY: A lay day shall be the 24-hour period following a
	lift day or any preceding lay day. A lay day shall end when
•	the vessel clears the dry dock.
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for
	the Port's convenience after the expiration of a chargeable

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SWAN ISLAND SHIP REPAIR YARD

TARIFF NO. 36

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ITEM NO.	METHOD OF CHARGING AND RATES	
	period, the tariff charge shall accrue only to the end of such chargeable period.	
2.20	DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be borne by the Port.	
•		

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3	DRY DOCK RATES	
3.05	Dry dock rates apply to gross tonnage of vessel when officially registered subject to the qualifications stated below.  Users are advised to check with the Port regarding the application of these qualifications.	
3.10	Vessels operated by the U.S. Government, the gross tonnages of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or acutal displacement when entering dry dock.	
3.15	For self-propelled ocean-going vessels (excluding tugs), the minimum daily dry dock rate shall be \$2,500 except for idle time on dry dock, see Item 3.40.	
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:  Length x Beam x Depth 100  6.T.	
ssued:	Effective:	
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	July 1, 197	' <b>8</b>

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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

lst Revised Page No. 204

ITEM NO.	METHOD OF CHAI	RGING AND RATES		ļ
3.20	RATES			
	RATE A	Lift Day	Lay Day	
	Vessels having a registered gross	Rates per registered	Rates per registered	
	tonnage of	gross ton	gross ton	
	1,500 tons or over			
	(1) Vessels less than			
	84' beam	\$0.39	\$0.35	
	(2) 84' to 106' beam (3) 106' to 139' beam	0.41 0.43	0.35 0.37	
	(4) 139' and over beam	0.49	0.43	1
	RATE B			
	Vessels docked on Dock 2			l
	with gross tonnage over			
	12,000 tons will be dis- counted 10 percent on			]
	above RATE A lift day			
	and lay day charges.			
	RATE C			,
	Vessels having a			
	registered gross tonnage under			
	1,500 tons	\$3.00 per foot	\$2.60 per foot	
	Minimum time for computing ch	arges - one lift d	ay	
3.25	FRACTIONAL LAY DAYS: Lay day	s will be prorated	in one-half	
	days when dry dock work is co	_		
	a lay day.			
 ued:			Effective:	
gust 8, 1	979		August 9, 197	

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

	METHOD OF CHARGING AND RATES	
3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.	
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include the following facilities to the extent of availability and subject to the limits given. All labor at posted rates.  1. Compressed Air (contractor must make connection to vessel).  2. River water pump (contractor must make connection to vessel).  3. Steel skips.  4. Concrete test blocks.  5. Floodlights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25 percent. Lamps not to be included with above equipment.)  6. When two or more vessels are dry-docked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels, dry dock haul and lay day rates will apply to each vessel.  7. Moving a vessel on blocks: Contractor will be charged for all labor at posted rates and any additional moves for labor at posted rates	

February 9, 1977

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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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TEM NO.	METHOD OF CHARGING AND RATES
	8. Labor for building and placing blocks and operating dry
	docks except that portion on overtime.
	9. All vessels covered by Rate C for dry-docking will be
	charged for all services received at the posted rate for
	such services. Payment of all services used will be in
	addition to payment in accordance with RATE C above.
3.40	IDLE TIME ON DRY DOCK: A charge of \$0.75 per linear foot of
	overall length per day or fraction, to the nearest dollar,
	minimum charge \$100.00 plus the regular tariff rate for all
	services and facilities used during the idle period will be
	made for vessels on dry dock Saturdays, Sundays and/or holidays,
	if dry dock work is not performed. THE PROVISION HEREIN FOR
	IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER
•	VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL
;	DRY DOCK CHARGE WILL BE APPLICABLE.
3.45	DRY DOCK CLEANING: Rates for cleaning sand and other
	abrasives from the dry docks are as follows:
	Sweep Blasting . \$ 0.025 per sq. ft. cleaned
i	Commercial Blasting \$ 0.045 per sq. ft. cleaned
	Bare Metal Blasting \$ 0.075 per sq. ft. cleaned
	Spot Blasting \$22.50 per ton abrasive used

June 14, 1978

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.	
• 	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.	·
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs. Blocks damaged by removal to effect repairs to a vessel will be charged extra.	· .
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special	
ssued:	Effective:	
ebruary 9,	1977 February 9	, 1977

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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Original Page No. 208

ITEM NO.	METHOD OF CHARGING AND RATES	
	arrangement with the Port of Portland. Request for such scheduling shall be submitted in writing.	
4.20	CHANGES: All rates and conditions herein are subject to change at the discretion of the Port of Portland, but not so as to increase dry dock, crane and berthage charges (excludes utilities and labor) on a vessel definitely booked for a specific dry docking date. This rate protection shall not apply to bookings made in excess of twelve months in advance of the dry docking commencement date.	

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Cancels

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 209

TEM NO.	METHOD OF CHARGING AND RATES
5	RATES FOR AUXILIARY SERVICES
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to tie at Berths 301 through 310 for the purpose of effecting repairs and/or alterations, the following charges shall apply:
	Rate: \$0.40 per linear foot overall length per 24-hour day or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.30 per linear foot overall length per 24-hour day or fraction, to the nearest dollar. The minimum charge is \$25.00 per 24-hour day or fraction thereof.
	Berthage is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, nonexclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock.
5.10	WHARFAGE: While a vessel is permitted to tie at piers when not under repairs the following rate shall apply:

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August 9, 1979

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	METHOD OF CHARGING AND RATES	
	Rate: For the vessels lying idle at Berths 301 through 311, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.	
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessels' personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.	
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.	
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.	

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#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES
6	SHORESIDE DRY-DOCKING
6.05	RATE D
6.10	SMALL VESSELS: Owners or agents applying for shoreside dry-docking must apply in person at the Swan Island Ship Repair Yard business office to make dry-docking arrangement.  DRY DOCK RATES: Waterborne vessels including tugs, pleasure craft and barges may be lifted out of the water for shoreside
·	dry-docking or other purposes under the following provisions:  1. Dry-docking or lift day charges \$100.00 plus \$2.00 per ton in excess of five-ton displacement for one crane. This charge is for the first hour of crane use only. Additional crane service at tariff rates for cranes.
	<ol> <li>Lay day charges will be \$20.00 per day per vessel.</li> <li>Undocking day charges will be crane service charges only.</li> <li>Displacement tonnage shall be determined by the Marine Manager or his assistants from the length, breadth and draft of the vessel, using an appropriate block coefficient.</li> </ol>
	<ul><li>5. If undocking occurs during the 24-hour docking day period, the docking day charge only shall apply.</li><li>6. Small vessels unloading from truck or rail car to river, or from river to truck or rail car, will be charged the same as Item 1 above.</li></ul>
sued:	Effective:
February 9	, 1977 February 9, 1977

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TIEM NO.  METHOD OF CHARGING AND RATES  7. Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.  8. The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.  9. All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by ship repair contractors. All rigging is to be done by ship repair contractors.  10. The Marine Director of the Port of Portland or his assistants shall have the right to require additional cranes or to refuse to lift any vessel.  6.15  RATE E  CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT, ETC., PERTAINING TO SHIP REPAIR WORK: For crane service handling structural steel, equipment, etc., from or to truck, rail, barge or storage, the following rates will apply. For loads of less than ten (10) tons, regular tariff rate. For loads in excess of ten (10) tons, the rate of \$100.00 plus \$2.00 per ton in excess of ten tons for each lift. This charge to cover the first hour, after which regular crane			
near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.  8. The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.  9. All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by ship repair contractors. All rigging is to be done by ship repair contractors.  10. The Marine Director of the Port of Portland or his assistants shall have the right to require additional cranes or to refuse to lift any vessel.  6.15  RATE E  CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT, ETC., PERTAINING TO SHIP REPAIR WORK: For crane service handling structural steel, equipment, etc., from or to truck, rail, barge or storage, the following rates will apply. For loads of less than ten (10) tons, regular tariff rate. For loads in excess of ten (10) tons, the rate of \$100.00 plus \$2.00 per ton in excess of ten tons for each lift. This charge to cover the first hour, after which regular crane	ITEM NO.	METHOD OF CHARGING AND RATES	
rates will apply.		7. Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.  8. The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.  9. All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by ship repair contractors. All rigging is to be done by ship repair contractors.  10. The Marine Director of the Port of Portland or his assistants shall have the right to require additional cranes or to refuse to lift any vessel.  RATE E  CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT, ETC., PERTAINING TO SHIP REPAIR WORK: For crane service handling structural steel, equipment, etc., from or to truck, rail, barge or storage, the following rates will apply. For loads of less than ten (10) tons, regular tariff rate. For loads in excess of ten (10) tons, the rate of \$100.00 plus \$2.00 per ton in excess of ten tons for each lift. This	
Issued: Effective: February 9, 1977		1077	

2nd Revised Page No. 301 Cancels

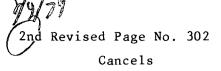
1st Revised Page No. 301

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

EM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	MATERIALS & SUPPLIES	
7	SERVICES		`
	The following services are available to	the limit of installed	
	capacity. Charges will be made at the r	ates specified.	
	Connection of the services is the respon	sibility of the	
	contractor.		
		Rate per hour or fraction	
7.05	COMPRESSED AIR	(Minimum charge one hour)	
	Per ship or operation using air	\$ 4.15	
7.10	STEAM SERVICE	(Minimum charge eight hours)	
	Sufficient notice must be given for placing plant on the line		٠
	Per ship or operation using steam	\$13.50	
7.15	ELECTRICITY	·	
	Per KWH	\$ 0.030 per KWH \$ 2.00 minimum	

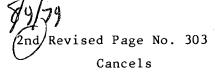
August 8, 1979

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SWAN ISLAND SHIP REPAIR YARD 1st Revised Page No. 302
TARIFF NO. 36

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHOR	E AREAS, MATERIALS & SUPPLIES	
7.20	HEAVY UNIT TRANSFER: Any heavy uboats, etc., transported through rollers, skids, etc., for transshuse charge of \$10.00 per ton of 2	the shipyard by rail, lowboy, aipment shall bear a facility	
7.25	WATER AND SEWER		
	City water	\$1.57 per 100 cu. ft.	
		Minimum charge \$5.00	
•		per usage	
	River water pump operation	\$3.00/hour or fraction	
7.30	GAS-OXYGEN SYSTEM: Natural gas someter readings, and rates set by billed at the rate of \$0.85 per had consumption will be determined by consumption in an amount proportioused.	P.U.C. Oxygen shall be undred cubic feet. Oxygen allocating gross oxygen	
7.35	RECEIPT OF OILY WASTE: Charge for tures is \$2.50 per barrel, unless conjunction with ship repair action is \$0.80 per barrel. The Port of to refuse to receive wastes. Salue of 100,000 barrels or more which	the waste is generated in vity, in which case the charge Portland reserves the right t water ballast in quantities	



SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 303

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLI	ES		
. *	to reach an oil content of ten (10) parts per million or less shall have an input rate of \$0.35 per barrel provided arrange-			
	ments have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.			
	:			
•				
sued: ugust 8, 1		ective: 9, 1979		

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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 304

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREA	AS, MATERIALS & SUFFLIES	
8	OPERATED EQUIPMENT		
T	he following operated equipment is av	ailable. Charges will	
l t	e made at the rates specified, plus t	he operator(s) at posted	
ls	traight-time or overtime rates. Stra	ight-time rates shall	
	apply when the operators are on a stra	·	
) t	asis only, otherwise overtime rates w	ill apply. Minimum	
lo	harge: one hour.		
ļ			
1		Rate Per Hour	
		Or Fraction Thereof	
İ	Gantry crane (25-ton, 45-ton		
1	and 90-ton capacity)	\$ 25.00 plus operator	
	Mobile truck crane	\$ 20.00 plus operator	
		and driver	
	Mobile truck crane outside	1	
	ship repair yard fence (except when engaged in	\$ 40.00 plus operator	
·	ship repair activity)	and driver	
	Diesel motor tractor with		•
	trailer	\$ 26.00 plus operator	
	Diesel motor tractor without	0.10.00	•
ļ	trailer 50-ton trailer (without tractor)	\$ 13.00 plus operator \$ 13.00	
ļ	Forklift trucks	\$ 11.00 plus operator	
	Hi-Lift	\$ 16.00 plus operator	
	Loader	\$ 19.00 plus operator	
	Log bronc	\$ 20.00 plus operator	
	Oil skimmer in transit X-2	\$ 80.00 plus operator	
	Oil skimmer in operation X-2	\$160.00 plus operator	
	Oil skimmer in transit X-3	\$ 40.00 plus operator	
	Oil skimmer in operation X-3 Work boat Signe I	\$ 80.00 plus operator \$ 50.00 plus operator	
	HOLK DOAL SIGNE I	y 50.00 plus operator	
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ueu. gust 8, 197	Q .	August 9, 1979	

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SWAN ISLAND SHIP REPAIR YARD

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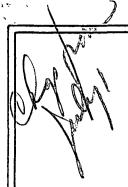
ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MAT	EKIALS & SUPPLIES
9	MACHINE TOOLS AND MISCELLANEO	us
	The following tools are available for use in	the Ship Repair
	Yard by regular tenants of the yard. Lessee	shall be responsible
	for equipment while in his possession, and s	<b>f</b>
	equipment in good condition. Any repairs ne	
	for the account of the Lessee.	
		Rate Per Day*
		Or Fraction
	Drill (radial) Lathe 20 in.	\$17.00 35.00
	Lathe 18 in.	30.00
*	36-inch jointer	9.00
	Band saw - each	12.00
	Air hammer Large impact wrench, 2 1/2-in. drive	16.00
	Motor generator set	12.00 45.00
	* Minimum rental one (1) day	
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Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 306

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
10	SHORE AREAS	
	Shore areas for construction, repair and storage of tanks, structural steel, construction equipment, etc., shall be provided as available at the rate of \$0.05 per square foot per month or fraction thereof.	
	###	
11	MATERIAL AND SUPPLIES	
	The Port of Portland cost plus 25 percent.	
sued:	Effective:	



June 14, 1978

### THE PORT OF PORTLAND Portland, Oregon

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREA	S, MATERIALS & SUPPLIES
8	OPERATED EQUIPMEN	T .
		<u>.</u>
	The following operated equipment is av	ailable. Charges will
	be made at the rates specified, plus t	the operator(s) at posted
	straight time or overtime rates. Stra	•
	apply when the operators are on a stra	
	only, otherwise overtime rates will ap	ply. Minimum charge:
	one hour.	
		Rate Per Hour
		Or Fraction Thereof
	·	
	Gantry crane (25-ton, 45-ton	\$ 20.00 plus operator
	and 90-ton capacity) Mobile truck crane	6 12 7F -1
	MODILE CRUCK Crane	\$ 13.75 plus operator
	Mobile truck crane outside	and driver \$ 27.50 plus operator
-	ship repair yard fence	and driver
	(except when engaged in	
	ship repair activity)	
	Diesel motor tractor with trailer	\$ 18.00 plus operator
	Diesel motor tractor without trailer	\$ 9.00 plus operator
	50-ton trailer (without tractor)	\$ 9.00
	Forklift trucks '	\$ 8.00 plus operator
	Hi-Lift	\$ 13.00 plus operator
	Loader	\$ 15.00 plus operator
	Log bronc	\$ 15.00 plus operator
	Oil skimmer in transit X-2	\$ 60.00 plus operator
	Oil skimmer in operation X-2	\$120.00 plus operator
	Oil skimmer in transit X-3	\$ 30.00 plus operator
	Oil skimmer in operation X-3 Work boat Signe I	\$ 60.00 plus operator
	more post signe i	\$ 37.50 plus operator
ssued:		Effective:

1st Revised Page No. 306 Cancels Original Page No. 306

#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
10	SHORE AREAS	
	Shore areas for construction, repair and storage of tanks,	
	structural steel, construction equipment, etc., shall be pro-	
	vided as available at the rate of \$0.04 per square foot per	
;	month or fraction thereof.	
·	# # #-	
•		
11	MATERIAL AND SUPPLIES	
	The Port of Portland cost plus 25 percent.	
	•	
	•	
	•	
		<u> </u>
sued: une 14, 19	Effective: July 1,	

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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to reach an oil content of ten (10) parts per million or less shall have an input rate of \$0.30 per barrel provided arrangements have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.	
ments have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.	
Overtime labor shall be billed at posted rates.	
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June 14, 1978

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE	Z AREAS, MATERIALS & SUPPLIES				
7.20	HEAVY UNIT TRANSFER: Any heavy unit of fabrication, modules, boats, etc., transported through the shipyard by rail, lowboy,					
	rollers, skids, etc., for transsh	sipment shall bear a facility				
	use charge of \$10.00 per ton of 2	,,000 pounds.				
7.25	WATER AND SEWER					
	City water	\$1.57 per 100 cu. ft.				
•	·	Minimum charge \$5.00				
		per usage				
	River water pump operation	\$3.00/hour or fraction				
7.30	GAS-OXYGEN SYSTEM: Natural gas s	hall be billed, based on the				
-	meter readings, and rates set by	P.U.C. Oxygen shall be				
	billed at the rate of \$0.85 per h	)				
	consumption will be determined by					
	consumption in an amount proporti	onal to the natural gas used.				
7.35	RECEIPT OF OILY WASTE: Charge fo	r receipt of oil-water mix-				
	tures is \$2.50 per barrel, unless	the waste is generated in				
	conjunction with ship repair acti	vity, in which case the charge				
	is \$0.78 per barrel. The Port of	- ·				
	to refuse to receive wastes. Sal	i i i i i i i i i i i i i i i i i i i				
	of 100,000 barrels or more which	does not require heating				

June 14, 1978

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 301

Cancels

Original Page No. 301

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS	, MATERIALS & SUPPLIES					
7	SERVICES						
	The following services are available to						
	capacity. Charges will be made at the rates specified. Connection of the services is the responsibility of the contractor.						
	cion of the services is the responsibility of the contractor.						
		Rate per hour					
		or fraction					
7.05	COMPRESSED AIR	(Minimum charge one hour)					
	Per ship or operation using air	\$ 4.15					
7.10	STEAM SERVICE	(Minimum charge eight hours)					
	Sufficient notice must be given for placing plant on the line						
· ·	Per ship or operation using steam	\$11.75					
7.15	ELECTRICITY						
	Per KWH	\$ 0.030 per KWH \$ 2.00 minimum					
	•						
	·						
sued:		Effective:					

June 14, 1978:

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 209

Cancels
Original Page No. 209

ITEM NO.	METHOD OF CHARGING AND RATES	
5	RATES FOR AUXILIARY SERVICES	
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to	
	tie at Berths 301 through 310 for the purpose of effecting repairs and/or alterations, the following charges shall apply:	
	Rate: \$0.39 per linear foot overall length per 24-hour day	
	or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.25 per	
	linear foot overall length per 24-hour day or	
	fraction, to the nearest dollar. The minimum charge	
	is \$25.00 per 24-hour day or fraction thereof.	
	Berthage is defined to include the right of repairer and his	
	employees to limited use of the adjacent pier dock, comfort	
	facilities, pier approach, roadway, parking space and all	
	common user facilities, nonexclusively, and subject to all	
	other tariff charges for special facilities and services,	
	and subject to a preferential right of vessels in dry dock.	
5.10	WHARFAGE: While a vessel is permitted to tie at piers when	
	not under repairs the following rate shall apply:	

June 14, 1978

1st Revised Page No. 204 Cancels

SWAN ISLAND SHIP REPAIR YARD

Original Page No. 204

•	 	• • • •			• •
	TARI	FF	NO.	36	

TEM NO.	METHOD (	OF CHARGING AND RATE	S
3.20	RATES		
		Lift Day	Lay Day
	RATE A		
	Vessels having a registered gross tonnage of 1,500 tons or over		Rates per registered gross ton
	(1) Vessels less than 84' beam	\$0.38	\$0.34
	(2) 84' to 106' beam (3) 106' to 139' beam (4) 139' and over beam	\$0.42	\$0.34 \$0.36 \$0.42
٠	RATE B  Vessels docked on Dock 2 with gross tonnage over 12,000 tons will be discounted 10 percent on above RATE A lift day and lay day charges.		
	RATE C  Vessels having a registered gross tonnage under 1,500 tons	\$2.75 per foot	\$2.40 per foot
	Minimum time for computi	ing charges - one li	ft day
3.25	FRACTIONAL LAY DAYS: Ladays when dry dock work lay day.	•	
sued: une 14, 19	78		Effective: July 1, 1

ITEM	DECCRIPATON	REVISION NO.	PAGE NO.	EFFECTIVE DATE
NO.	DESCRIPTION	NO.	NO.	DATE
11	MATERIAL & SUPPLIES	isc Revised	306	7/01/78
12	VESSEL CONSTRUCTION & LAUNCH SYSTEM	1st Revised	401	7/01/78
13	ITEM CANCELLED	1st Revised	501	7/01/78
14	ITEM CANCELLED	1st Revised	502	7/01/78
15	RULES AND REGULATIONS	Original	601	2/09/77
15.03	Tools & Equipment	Original	601	2/09/77
15.06	Services	Original	601	2/09/77
15.09	Application - Responsibilities	Original	601	2/09/77
15.12	Services of Naval Architect	Original	602	2/09/77
15.15	Trim of Vessel - Assumption of Risks	Original	602	2/09/77
15.18	Moving Blocks	1st Revised	603	7/01/78
15.21	Staging Lines	1st Revised	603	7/01/78
15.24	Scheduling of Vessels	Original	604	2/09/77
15.27	Oil Disposal	1st Revised	605	7/01/78
15.30	Safety Measures and Sanitation	1st Revised	605	7/01/78
15.33	Control of Gas Hazards	1st Revised	607	7/01/78
15.36	Storing Supplies	Original	608	2/09/77
15.39	Gangways from Ship to Shore	Original	608	2/09/77
15.42	Wharves and Yard Area	Original	608	2/09/77
15.45	Scows and Barges Must Vacate	Original	608	2/09/77
15.48	Security	Original	609	2/09/77
15.51	Equipment on Port Premises	Original	609	2/09/77
15.54	Inside Parking	Original	609	2/09/77
15.57	Outside Parking	Original (	609	2/09/77
15.60	Mobile Equipment	Original	609	2/09/77
15.63	Force Majeure	Original	610	2/09/77
15.66	Hold Harmless	Original	610	2/09/77
15.69	Change of Rules	Original	610	2/09/77
15.72	Delinquent Invoices	Original	610a	
16	LIMIT OF CAPACITY OF SERVICE	Original	611	2/09/77
17	POSTED LABOR RATES	1st Revised	701	7/01/78

TARIFF NO. 36

#### INDEX

ITEM NO.	DESCRIPTION	REVISION NO.	PAGE NO.	EFFECTIVE DATE
1	DEFINITION	1st Revised	101	7/01/78
2	METHOD OF CHARGING FOR DRY-DOCKING	1st Revised	201	7/01/78
2.05	Lift Day	1st Revised	201	7/01/78
2.10	Lay Day	1st Revised	201	7/01/78
2.15	Delayed Undocking	1st Revised	201	7/01/78
2.20	Docking Out of Schedule	1st Revised	202	7/01/78
3	DRY DOCK RATES	1st Revised	203	7/01/78
3.05	Application	1st Revised	203	7/01/78
3.10	U.S. Government Vessels	1st Revised	203	7/01/78
3.15	Minimum Rate	1st Revised	203	7/01/78
3.17	Dredges, Derrick Scows, Barges	1st Revised	203	7/01/78
3.20	Rates A, B & C	1st Revised	204	7/01/78
3.25	Fractional Lay Days	1st Revised	204	7/01/78
3.30	Cargo	Original	205	2/09/77
3.35	Services Included in Dry Dock Rates	Original	205	2/09/77
3.40	Idle Time on Dry Dock	1st Revised	206	7/01/78
3.45	Dry Dock Cleaning	1st Revised	206	7/01/78
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	Original	207	2/09/77
4.05	Labor Charges	Original	207	2/09/77
4.10	Extra Dock Work	Original	207	2/09/77
4.15	Limitation of Time	Criginal	207	2/09/77
4.20	Changes	1st Revised	208	7/01/78
5	RATES FOR AUXILIARY SERVICES	1st Revised	209	7/01/78
5.05	Berthage for Repairs Afloat	1st Revised	209	7/01/78
5.10	Wharfage	1st Revised	209	7/01/78
5.13	Underwater Sonar Test Basin	1st Revised	210	12/26/78
5.15	Vessel Cancellation	Original	210	2/09/78
6	SHORESIDE DRY-DOCKING	Original	211	2/09/77
6.05	Rate D	Original	211	2/09/77
6.10	Dry Dock Rates	Original	211	2/09/77
6.15	Rate E	Original	212	2/09/77
7 .	SERVICES	1st Revised	301	7/01/78 .
7.05	Compressed Air	1st Revised	301	7/01/78
7.10	Steam Service	1st Revised	301	7/01/78
7.15	Electricity	1st Revised	301	7/01/78
7.20	Heavy Unit Transfer	1st Revised	302	7/01/78
7.25	Water and Sewer	1st Revised	302	7/01/78
7.30	Gas-Oxygen System	1st Revised	302	7/01/78
7.35	Receipt of Oily Waste	1st Revised	302	7/01/78
8	OPERATED EQUIPMENT	1st Revised	304	7/01/78
9	MACHINE TOOLS & MISCELLANEOUS	1st Revised	305	7/01/78
10	SHORE AREAS	1st Revised	306	7/01/78

DATE POSTED: June 30, 1978

FOR LABOR RATES EFFECTIVE: July 1, 1978

### LABORRATES

#### EQUIPMENT -- PLUS-LABORRATES

- 1777 、	St. Time	Overtime			St. Time	Overtime
Dock Master	\$ \$22.56 B	\$40.65	Gantry Crane (25, 45 & 90 Ton Capacity)	\$ 20.00	\$40.27	\$56.44
Asst. Dock Master	20.55	36.96	Mobile Truck Crane	13.75	53-75*	85.62*
Electrician Foreman	22.56	40.65	Mobile Truck Crane outside SRY	27.50	67.50*	99.37*
Machinist Foreman	22.56	40.65				
Corpenter Foreman	22.56	40.65	Diesel Motor Tractor with Trailer	ું 18.00 🎘	38.27	8.59.54.44 E
Crane Operator	20.27	36.44	Diesel Motor Tractor without Trailer	9.00	29.27	45.45
			50-Ton Trailer (without tractor)	9.00	29.27	45.44
Corpenter	20.04	36.02	Forklift Truck	8.00	28.27	44.44
Electrician	20.04	36.02				
Machinist	20.04	36.02	Hi-Lift	13.00	33.27	49.44
Rigger	20.04	36.02	Loader	15.00	35.27	51.44
Painter	20.04	36.02	Log Bronc	15.00	35.27	51.44
Utility Man	19.59	35.19	Oil Skimmer in transit X-2	60.00	8o <b>.</b> 27	96.44
Dock Attendant	19.64	35.27	Oil Skimmer in operation X-2	120.00	140.27	156.44
Guard	19.11	34.31	Oil Skimmer in transit X-3	30.00	50.27	66.44
Janitor	19.11	34.31	Oil Skimmer in operation X-3	60.00	80.27	96.44
Replacements	19.11	34.31				
Crane Oiler	19.73	35.43	Work boat Signe I	37.50	57•77	73.94
Apprentice Machinist	17.03	30.47		. And the second		

⁽¹⁾ Rates are based on labor of one crane operator except where starred (*), which indicates additional labor of one crane oiler.

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401

Cancels

Original Page No. 401

ITEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYST	rem .
12	VESSEL CONSTRUCTION AND LAUNCH SYST	
	Rates and terms for usage of the Vessel Constru	action and
	Launch System are subject to negotiation.	
	,	
	en en en en en en en en en en en en en e	
ssued:		Effective:
June 14, 197	8	July 1, 1978

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.			
13	Item Cancelled		
	•		
			•
sued: une 14, 1978	3	Effective: July 1, 1978	

### THE PORT OF PORTLAND

Portland, Oregon

1st Revised Page No. 502 Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 502

TARIFF NO. 36

ITEM NO.		
14	Item Cancelled	
<b>.</b>		
:		
	•	
Issued: June 14, 19	Effective: July 1, 1	

Original Page No. 601

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

•	
TEM NO.	RULES AND REGULATIONS
15	RULES AND REGULATIONS
15.03	TOOLS AND EQUIPMENT: Tools and equipment are available under the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.
15.06	SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will

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February 9, 1977

NWMAR122698

Effective:

February 9, 1977

Original Page No. 602

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to determine the accuracy of the subject information. All such services will be billed at cost to the vessel.
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibilty in such cases for damage to dry docks, vessel, cargo
issued: February 9,	Effective: February 9, 1977

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

Cancels

Original Page No. 603

TEM NO.	RULES AND REGULATIONS
	or other property or to persons. No weight or water ballast shall be shifted, added or removed while the vessel is in dry
	dock unless such change in weight is authorized in advance by the Port and an accurate record thereof is kept by the
	master or a person in charge.
!	Any damage to the dock or wharves or property connected there- with, caused by negligence or any other fault of the party,
	will be charged to the responsible party.
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the
	expense of the vessel, and only with the consent of the Port;  provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provi-
	sions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances
	stated in said Item 15.09.
15.21	STAGING LINES: Vessels.requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into
	and out of the dock, furnish all hauling lines, and lines to
	steady the vessel while on dock when so requested by the Port.
l ued:	Effective:
une 14, 1978 July 1, 19	

Original Page No. 604

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.  All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.  The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.
15.24	SCHEDULING OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:  1. A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.  2. Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.
Issued: February 9,	Effective:  1977 February 9, 1977

1st Revised Page No. 605

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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS						
	3. Ocean-going vessels shall have priority over river craft,						
	barges and nonpropelled craft. Ocean-going barges running						
	on schedule as steamship liners have the same priority as						
·	other ocean-going vessels.						
	4. In no case shall a dry dock be held vacant waiting for a						
	vessel not at berth for docking at the time the dry dock						
İ	becomes available. Such a vessel will automatically lose						
,	any scheduling advantage and must reschedule.						
	5. In the event that two vessels apply for docking on the same						
	day, and it is possible to dock only one on that particular						
	day, the ship scheduled first shall have preference,						
	provided that all factors are equal.						
	6. The Port of Portland reserves to itself the right to						
	assign the dry dock to be made available for any vessel.						
•	7. Nothing contained herein shall be construed as a guarantee						
	by the Port of Portland of any dry-docking date.						
15.27	OIL DISPOSAL: Vessels must make provisions that fuel oil will						
	not be discharged while on dry dock or afloat at wharves.						
	The Port of Portland reserves the right to remove oil dis-						
	charged in violation of this rule by any means it chooses,						
	and the cost of such removal or attempt to remove such oil						
	will constitute a charge against the vessel in addition to the						
	dock dues. Vessels and contractors will be held responsible						
	for acts of their employees.						
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or						
	wharves must at all times keep the same clear of dirt and						
Issued:	Effective:						
June 14, 19	78 July 1, 1978						

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
	rubbish. After a vessel is undocked, the dry dock must
	immediately be cleaned of sand and all debris. Piers and
	wharves must be cleared at all times of equipment and debris
	to facilitate the movement of fire equipment. In the event
	of noncompliance, the dry dock authorities are authorized to
:	remove, or have removed, any obstructing materials, and to
	charge the custodian or owner thereof the costs of removal.
	All sanitary discharge overboard lines on the vessel shall be
	locked up or fastened securely and not used while the vessel
	is in the dry dock, unless such lines are installed in con-
	formance with dry dock regulation. In the event of any in-
	fractions of this rule, both the vessel and the owners and/or
	contractors shall be held responsible.
•	Smoking or open flame may be declared a hazard in any area at
	any time and be strictly prohibited by the Port of Portland.
	Vessels, their agents and contractors must enforce this rule
	upon their own employees. In the event of failure of the
	vessel or contractor to control their employees in this respect,
	the Port of Portland will take such action as it deems neces-
	sary for the safety of the plant. The expense of extra guards
	or other provision necessary to overcome negligence of the
	employer in this respect will be chargeable to the vessel and
	collected as a part of the service charges.

Issued:

February 9, 1977

Effective: February 9, 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 607

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TEM NO.	RULES AND REGULATIONS	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways	
	in use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
•	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
•	or tank barge shall be moored at Swan Island for the specific	
	purpose of gas freeing exclusively. Vessels being repaired	
	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	
	designate an isolated berth as called for in the regulations	
	listed above.	

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products, or other product or material which might create an unusual risk. No kerosene, gasoline, solvents, paints, paint thinners or other explosive or flammable materials will be allowed to remain on the docks or wharves. All such material must be stored in a manner approved by the government officials having jurisdiction.	
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility of the repair contractor to install and remove gangways and ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the dry dock shall move at the vessel's expense at any time they are requested to do so by the Marine Manager of the Port or his assistants. Assignment of use of yard area will be under control of the Port, and any area assigned will be subject to charges under the tariff.	·
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate the dry dock upon order of the dry dock authorities whenever the dry dock is required for other work, and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.	
Issued: February 9,	Effective: 1977 February 9,	1

Original Page No. 609

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.  RULES AND REGULATIONS  SECURITY: In the interest of security, identification badge may be required for persons entering the dry dock area when considered necessary by the Port.  EQUIPMENT ON PORT PREMISES: Except for equipment installed within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.  INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the controf the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.	S
may be required for persons entering the dry dock area when considered necessary by the Port.  15.51 EQUIPMENT ON PORT PREMISES: Except for equipment installed within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.  15.54 INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the controf the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.	S
within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.  15.54 INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the controf the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.	
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reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.	ol .
	1
15.57 OUTSIDE PARKING: The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.	
MOBILE EQUIPMENT: No servicing of mobile equipment will be done on the dry docks.	
sued: Effective Pebruary 9, 1977 February	1

NWMAR122706

Original Page No. 610

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

The subject to	ITEM NO.	RULES AND REGULATIONS
public riot, landslides, lightning, earthquakes, fire, storm, flood, explosion, and judicial or governmental restraint.  15.66 HOLD HARMLESS: The contractor and the vessel owner agree jointly and severly to indemnify and save and hold harmless the Port of Portland, its Commissioners, agents or employees and the United States of America (Department of the Navy) from and against all claims and actions and expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or their property, caused by the fault or negligence of the contractor, its agents or employees in the use or occupancy of the ship repair facilities and equipment; provided further that the Port of Portland shall give to the contractor and the vessel owner prompt and reasonable notice of any such claims or actions and the contractor and vessel owner shall have the right to investigate, compromise and defend same.  15.69 CHANGE OF RULES: These rules and regulations are subject to	15.63	Force Majeure and the yard cannot be used for its intended purpose, the obligations of the Port shall be suspended.  The term "Force Majeure" means any cause not reasonably within the direct or indirect control of the Port, including but not limited to Acts of God, strikes, lockouts, or indus-
jointly and severly to indemnify and save and hold harmless the Port of Portland, its Commissioners, agents or employees and the United States of America (Department of the Navy) from and against all claims and actions and expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or their property, caused by the fault or negligence of the contractor, its agents or employees in the use or occupancy of the ship repair facilities and equipment; provided further that the Port of Portland shall give to the contractor and the vessel owner prompt and reasonable notice of any such claims or actions and the contractor and vessel owner shall have the right to investigate, compromise and defend same.  15.69 CHANGE OF RULES: These rules and regulations are subject to		public riot, landslides, lightning, earthquakes, fire, storm,
Turbo Turbo una regulación are subject to	15.66	jointly and severly to indemnify and save and hold harmless the Port of Portland, its Commissioners, agents or employees and the United States of America (Department of the Navy) from and against all claims and actions and expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or their property, caused by the fault or negligence of the contractor, its agents or employees in the use or occupancy of the ship repair facilities and equipment; provided further that the Port of Portland shall give to the contractor and the vessel owner prompt and reasonable notice of any such claims or actions and the contractor and vessel owner shall have the
change when necessary in the judgement of the Port of Portland.	15.69	CHANGE OF RULES: These rules and regulations are subject to change when necessary in the judgement of the Port of Portland.

Original Page 610a

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	,
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation.	
	Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of 45 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge.	
•	The delinquency charge of 5/6 percent per month (10 percent per year) will be charged for one month and each month thereafter, if invoice is not paid within 45 days of invoice date; provided, however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law. Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts.	
	Effective:	

Original Page No. 611

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
16	LIMIT OF CAPACITY OF SERVICE	
	All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Marine Director and his assistants shall be complied with promptly and continuously. The right is reserved by the Marine Director and his assistants to cancel permissions given hereunder at any time and without recourse.	
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ssued: ebruary 9,	Effective: 1977 February 9,	1977

NWMAR122709

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS	
17	POSTED LABOR RATES	
	All services will be performed at the posted labor rates in effect at the time the service is performed. Current posted rates may be obtained at the Ship Repair Yard office.	
	MD/P/AP	

#### LABOR RATES

#### EQUIPMENT -- PLUS - LABOR RATES (1)

		St. Time	Overtime		e e e e e e e e e e e e e e e e e e e	St. Time	Overtime
(825)	Dock Master	\$24.93	\$45.08	Gantry Crane (25, 45 & 90 Ton Capacity)	\$ 20.00	\$ 42.61	\$ 60.79
(825A)	Asst. Dock Master	22.89	41.31	Mobile Truck Crane	13.75 *	58.41	94.31
(825)	Electrician Foreman	24.93	45.08	Mobile Truck Crane outside SRY	27.50 *	72.16	108.06
(B26)	Machinist Foreman	24.93	45.08				
(823)	Carpenter Foreman	24.93	45.08	Diesel Motor Tractor with Trailer	18.00	40.61	58.79
(851)	Crane Operator	22.61	40.79	Diesel Motor Tractor without Trailer	9.00	31.61	49.79
				50-Ton Trailer (without tractor)	9.00		
(854)	Carpenter	22.37	40.35	Forklift Truck	8.00	30.61	48.79
(852)	Electrician	22.37	40.35	:		•	
(853)	Machinist	22.37	40.35	Hi-Lift	13.00	35.61	53.79
(855)	Rigger	22.37	40.35	Loader	15.00	37.61	55.79
(856)	Painter	22.37	40.35	Log Bronc	15.00	37.61	55.79
(859)	Utility Man	21.93	39.54	Oil Skimmer in transit X-2	60.00	80.64	400 70
(858)	Dock Attendant	21.95			120.00	82.61	100.79
	Guard	21.45	39.57 38.66	Oil Skimmer in operation X-2	30.00	142.61	160.79
(863)	Janitor	21.45	38.66	Oil Skimmer in transit X-3	· .	52.61	70.79
(865)		21.45		Oil Skimmer in operation X-3	60.00	82.61	100.79
(857)	Replacements	· ·	38.66	7	70 50		-0
(860)	Crane Oiler	22.05	39.77	Work boat Signe I	37.50	60.11	78.29
	Apprentice Machinist	19.31	34.71	•			
(866)	Crane Operator Trainer	28.32	51.33				
(867)	Crane Operator Traince	22.05	39.77				

⁽¹⁾ Rates are based on labor of one crane operator except where starred (*), which indicates additional labor of one crane oiler.

# NOTICE

THIS IS A NEW TARIFF EFFECTIVE JULY 1, 1978-  $J_{\nu L \, Y}$  / /979

AND DOES INCLUDE IMPORTANT RATE INCREASES

THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

Effective February 3, 1977

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

REVISED PAGES 2 AND 210 EFFECTIVE DECEMBER 26, 1978

REVISED PAGES 2, 204, 209, 301, 302, 304

and 306 EFFECTIVE AUGUST 9, 1979

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

#### TARIFF NO. 36

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2.10	Lay Day	lst Revised	201	7/01/78
2.15	Delayed Undocking	lst Revised	201	7/01/78
2.20	Docking Out of Schedule	lst Revised	202	7/01/78
3	DRY DOCK RATES	lst Revised	203	7/01/78
3.05	Application	lst Revised	203	7/01/78
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10	SHORE AREAS	2nd Revised	306	8/09/79
11	MATERIAL & SUPPLIES	2nd Revised	306	8/09/79
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17	POSTED LABOR RATES	lst Revised	701	7/01/78

lst Revised Page No. 101

Cancels

Original Page No. 101

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

ITEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
•	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion,	
	shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
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Issued: June 14, 1978

NWMAR122715

Effective: July 1, 1978

# THE PORT OF PORTLAND Portland, Oregon 1st Revised Page No. 201 Cancels

Cancels
Original Page No. 201

1.

SWAN ISLAND SHIP REPAIR YARD
TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
2	METHOD OF CHARGING FOR DRY-DOCKING	
2.05	LIFT DAY: The first 24 hours shall constitute a lift day and shall be the minimum time used for computing charges.  Lift day charges accrue from the time the bow of the vessel crosses over the sill of the dry dock. However, if a vessel is docked prior to its scheduled docking time for the Port's convenience, the actual hours required to dry-dock the vessel shall be charged at lift day rates and the actual hours from	
	the completion of dry-docking until repair work begins will be charged at idle time rates.  In the event a vessel is waiting to go on a dry dock which is already occupied, or about to be occupied, no delay shall be	
	permitted in docking or completion of repair work, even if completion requires weekend or holiday work.	
2.10	LAY DAY: A lay day shall be the 24-hour period following a lift day or any preceding lay day. A lay day shall end when the vessel clears the dry dock.	
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for the Port's convenience after the expiration of a chargeable	

Issued: June 14, 1978

Effective: July 1, 1978

### THE PORT OF PORTLAND lst Revised Page No. 202 Portland, Oregon

Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 202 TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES		
. <del></del>	period, the tariff charge shall accrue only to the end of such chargeable period.		
2.20 DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be borne by the Port.			
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ued:	Effective	:	

1st Revised Page No. 203
Cancels
Original Page No. 203

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	METHOD OF CHARGING AND RATES	<del></del>
3	DRY DOCK RATES	
3.05	Dry dock rates apply to gross tonnage of vessel when officially registered subject to the qualifications stated below.  Users are advised to check with the Port regarding the application of these qualifications.	
3.10	Vessels operated by the U.S. Government, the gross tonnages of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or acutal displacement when entering dry dock.	
3.15	For self-propelled ocean-going vessels (excluding tugs), the minimum daily dry dock rate shall be \$2,500 except for idle time on dry dock, see Item 3.40.	
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:  Length x Beam x Depth = G.T.	

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July 1, 1978

2nd Revised Page No. 204

Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHA	ARGING AND RATES		
3.20	RATES		·	
		Lift Day	Lay Day	
	RATE A			
	Vessels having a	Rates per	Rates per	
	registered gross tonnage of	registered gross ton	registered gross ton	•
	1,500 tons or over	gross con	gross con	
	(1) Vessels less than			
	84' beam	\$0.39	\$0.35	
	(2) 84' to 106' beam (3) 106' to 139' beam	0.41 0.43	0.35	
	(4) 139' and over beam	0.43	0.37	
	RATE B			
	Vessels docked on Dock 2		·	
	with gross tonnage over 12,000 tons will be dis-			
	counted 10 percent on		j	
	above RATE A lift day			
	and lay day charges.			
	RATE C			
	Vessels having a			
	registered gross			
	tonnage under	40.00	40.60	
	1,500 tons	\$3.00 per foot	\$2.60 per foot	
	Minimum time for computing c	harges - one lift d	ay	
3.25	FRACTIONAL LAY DAYS: Lay da	ys will be prorated	in one-half	
	days when dry dock work is c	ompleted in less th	an a half	
	a lay day.	·		
 ued:			Effective:	
gust 8, 1	0.70		August 9, 1979	

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES
3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include the following facilities to the extent of availability and subject to the limits given. All labor at posted rates.
	<ol> <li>Compressed Air (contractor must make connection to vessel).</li> <li>River water pump (contractor must make connection to vessel).</li> <li>Steel skips.</li> <li>Concrete test blocks.</li> <li>Floodlights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25 percent. Lamps not to be included with above equipment.)</li> <li>When two or more vessels are dry-docked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels, dry dock haul and lay day rates will apply to each vessel.</li> <li>Moving a vessel on blocks: Contractor will be charged for all labor at posted rates and any additional moves for labor at posted rate.</li> </ol>

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February 9, 1977

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February 9, 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

lst Revised Page No. 206

Cancels

Original Page No. 206

METHOD OF CHARGING AND RATES
8. Labor for building and placing blocks and operating dry
docks except that portion on overtime.
9. All vessels covered by Rate C for dry-docking will be
charged for all services received at the posted rate for
such services. Payment of all services used will be in
addition to payment in accordance with RATE C above.
IDLE TIME ON DRY DOCK: A charge of \$0.75 per linear foot of
overall length per day or fraction, to the nearest dollar,
minimum charge \$100.00 plus the regular tariff rate for all
services and facilities used during the idle period will be
made for vessels on dry dock Saturdays, Sundays and/or holidays,
if dry dock work is not performed. THE PROVISION HEREIN FOR
IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER
VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL
DRY DOCK CHARGE WILL BE APPLICABLE.
DRY DOCK CLEANING: Rates for cleaning sand and other
abrasives from the dry docks are as follows:
. Sweep Blasting '\$ 0.025 per sq. ft. cleaned
Commercial Blasting \$ 0.045 per sq. ft. cleaned
Bare Metal Blasting \$ 0.075 per sq. ft. cleaned
Spot Blasting \$22.50 per ton abrasive used
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Issued:

June 14, 1978

Effective:

July 1, 1978

### THE PORT OF PORTLAND Portland, Oregon Original Page No. 207

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.	
• •	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.	
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs. Blocks damaged by removal to effect repairs to a vessel will be charged extra.	
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special	
sued:	Effective:	
bruary 9,		4077

SWAN ISLAND SHIP REPAIR YARD Original Page No. 208

1st Revised Page No. 208 Cancels

TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
	arrangement with the Port of Portland. Request for such scheduling shall be submitted in writing.	
4.20	CHANGES: All rates and conditions herein are subject to change at the discretion of the Port of Portland, but not so as to increase dry dock, crane and berthage charges (excludes utilities and labor) on a vessel definitely booked for a specific dry docking date. This rate protection shall not apply to bookings made in excess of twelve months in advance of the dry docking commencement date.	
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ssued:	Effective	<del></del>

Issued: June 14, 1978 Effective: July 1, 1978

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

2nd Revised Page No. 209 Cancels 1st Revised Page No. 209

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ITEM NO.	METHOD OF CHARGING AND RATES	
5	RATES FOR AUXILIARY SERVICES	
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to tie at Berths 301 through 310 for the purpose of effecting repairs and/or alterations, the following charges shall apply:	
	Rate: \$0.40 per linear foot overall length per 24-hour day or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.30 per linear foot overall length per 24-hour day or fraction, to the nearest dollar. The minimum charge is \$25.00 per 24-hour day or fraction thereof.	
	Berthage is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, nonexclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock.	
5.10	WHARFAGE: While a vessel is permitted to tie at piers when not under repairs the following rate shall apply:	
Issued: Effective: August 8, 1979 August 9, 1979		

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 210 Cancels Original Page No. 210

ITEM NO.	METHOD OF CHARGING AND RATES	
	Rate: For the vessels lying idle at Berths 301 through	
	311, charges shall be the same as for vessels under	
	"Berthage for Repairs," except that reduction in	•
	charges for periods over fifteen (15) calendar days	
	will only be made for the convenience of the Port	
	of Portland.	
	The foregoing wharfage charge applies for the use of the pier	
	frontage to which the vessel is moored and permits the use of	
	the contiguous pier for access only and permits access through	
	the dry dock plant for vessels' personnel and ordinary stores.	
	This rate does not grant any rights to the use of the facili-	
	ties to effect repairs to such vessel except routine work by	
	vessel's personnel.	•
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth	
·	305-306 for the purpose of testing sonar devices, the rate	
	for such use is \$5,000 per vessel.	
5.15	VESSEL CANCELLATION: A charge for costs involved will be	
	made if a vessel cancels a booking after vessel or vessels	
	have been moved to clear a berth for the cancelled vessel.	
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cember 13,	1978 December 26, 1	978

### THE PORT OF PORTLAND Original Page No. 211 Portland, Oregon

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	METHOD OF CHARGING AND RATES	
6	SHORESIDE DRY-DOCKING	
6.05	RATE D	
	SMALL VESSELS: Owners or agents applying for shoreside dry-	
	docking must apply in person at the Swan Island Ship Repair	
	Yard business office to make dry-docking arrangement.	
6.10	DRY DOCK RATES: Waterborne vessels including tugs, pleasure	
. 0.10	craft and barges may be lifted out of the water for shoreside	
	dry-docking or other purposes under the following provisions:	
•	1. Dry-docking or lift day charges \$100.00 plus \$2.00 per ton	
.*	in excess of five-ton displacement for one crane. This	
	charge is for the first hour of crane use only. Additional	
	crane service at tariff rates for cranes.	
	2. Lay day charges will be \$20.00 per day per vessel.	
	3. Undocking day charges will be crane service charges only.	
	4. Displacement tonnage shall be determined by the Marine	
	Manager or his assistants from the length, breadth and	
	draft of the vessel, using an appropriate block coef-	
	ficient.	
	5. If undocking occurs during the 24-hour docking day period,	
	the docking day charge only shall apply.	
	6. Small vessels unloading from truck or rail car to river,	
	or from river to truck or rail car, will be charged the	
	same as Item 1 above.	

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February 9, 1977

### THE PORT OF PORTLAND Original Page No. 212 Portland, Oregon

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

February 9, 1977

February 9, 1977

2nd Revised Page No. 301
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 301

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	MATERIALS & SUPPLIES
7	SERVICES	
	The following services are available to capacity. Charges will be made at the r Connection of the services is the respon	ates specified.
	contractor.	
		Rate per hour or fraction
7.05	COMPRESSED AIR	(Minimum charge one hour)
	Per ship or operation using air	\$ 4.15
7.10	STEAM SERVICE	(Minimum charge eight hours)
	Sufficient notice must be given for placing plant on the line	
	Per ship or operation using steam	\$13.50
7.15	ELECTRICITY	
	Per KWH	\$ 0.030 per KWH \$ 2.00 minimum
ssued:		Effective:

August 8, 1979

August 9, 1979

2nd Revised Page No. 302
Cancels

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

EM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES		
7.20	HEAVY UNIT TRANSFER: Any heavy oboats, etc., transported through rollers, skids, etc., for transsituse charge of \$10.00 per ton of 2	the shipyard by rail, lowboy,	
7.25	WATER AND SEWER		
	City water	\$1.57 per 100 cu. ft.	
		Minimum charge \$5.00	
		per usage	
	River water pump operation	\$3.00/hour or fraction	
7.30	GAS-OXYGEN SYSTEM: Natural gas a meter readings, and rates set by billed at the rate of \$0.85 per h consumption will be determined by consumption in an amount proportiused.	P.U.C. Oxygen shall be nundred cubic feet. Oxygen allocating gross oxygen	
7.35	RECEIPT OF OILY WASTE: Charge for tures is \$2.50 per barrel, unless conjunction with ship repair action is \$0.80 per barrel. The Port of to refuse to receive wastes. Salof 100,000 barrels or more which	the waste is generated in vity, in which case the charge Portland reserves the right t water ballast in quantities	
ued: ust 8, 1	.979	Effective: August 9, 1979	

2nd Revised Page No. 303
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS	& SUPPLIES	
. 1	to reach an oil content of ten (10) parts per milli shall have an input rate of \$0.35 per barrel provid ments have been made in advance with the shipyard m Overtime labor shall be billed at posted rates.	ed arrange-	
	·		
ued: igust 8, 1		Effective: August 9, 1979	

2nd Revised Page No. 304
Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

	·	•	
8	OPERATED EQUIPMENT		
	The following operated equipment is av	ailable. Charges will	
	be made at the rates specified, plus t	he operator(s) at posted	
	straight-time or overtime rates. Stra	ight-time rates shall	
	apply when the operators are on a stra	ight-time operating	
	basis only, otherwise overtime rates w		
	charge: one hour.		
		Rate Per Hour	
		Or Fraction Thereof	1
	Gantry crane (25-ton, 45-ton		ļ
	and 90-ton capacity)	\$ 25.00 plus operator	
	Mobile truck crane	\$ 20.00 plus operator and driver	
	Mobile truck crane outside	and driver	
	ship repair yard fence		
	(except when engaged in	\$ 40.00 plus operator	
	ship repair activity)	and driver	
	Diesel motor tractor with trailer	\$ 26.00 plus operator	
	Diesel motor tractor without	y 20.00 pius operacor	
	trailer	\$ 13.00 plus operator	·
	50-ton trailer (without tractor)	\$ 13.00	
	Forklift trucks	\$ 11.00 plus operator	
	Hi-Lift	\$ 16.00 plus operator	
	Loader	\$ 19.00 plus operator	
	Log bronc	\$ 20.00 plus operator	
	Oil skimmer in transit X-2	\$ 80.00 plus operator	-
	Oil skimmer in operation X-2	\$160.00 plus operator	
	Oil skimmer in transit X-3 Oil skimmer in operation X-3	\$ 40.00 plus operator \$ 80.00 plus operator	
	Work boat Signe I	\$ 50.00 plus operator	
		, I I I I I I I I I I I I I I I I I I I	
ued:		Effective:	
gust 8, 1	.979	August 9, 1979	9

## Portland, Oregon

THE PORT OF PORTLAND 1st Revised Page No. 305 Cancels

SWAN ISLAND SHIP REPAIR YARD Original Page No. 305 TARIFF NO. 36

			<del></del>
ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MA	TERIALS & SUPPLIES	
9	MACHINE TOOLS AND MISCELLANEOUS		
	The following tools are available for use in the Ship Repair Yard by regular tenants of the yard. Lessee shall be responsible for equipment while in his possession, and shall return equipment in good condition. Any repairs necessary will be for the account of the Lessee.		
		Rate Per Day*	
	•	Or Fraction	
- ·	Drill (radial) Lathe 20 in. Lathe 18 in. 36-inch jointer Band saw - each Air hammer Large impact wrench, 2 1/2-in. drive Motor generator set	\$17.00 35.00 30.00 9.00 12.00 16.00 12.00 45.00	
	* Minimum rental one (1) day		·

Issued:

June 14, 1978

Effective:

July 1, 1978

2nd Revised Page No. 306
Cancels

SWAN ISLAND SHIP REPAIR YARD

1st Revised Page No. 306

TARIFF NO. 36

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
TIEM NO.	SERVICES, EQUIPMENT, 100LS, SHORE AREAS, MATERIALS & SOTTERS	
10	SHORE AREAS	
	Shore areas for construction, repair and storage of tanks, structural steel, construction equipment, etc., shall be provided as available at the rate of \$0.05 per square foot per month or fraction thereof.	
	###	
11	MATERIAL AND SUPPLIES	
	The Port of Portland cost plus 25 percent.	
ssued: August 8, 1	Effective: 979 August 9, 1979	

# THE PORT OF PORTLAND Portland, Oregon 1st Revised Page No. 401

# SWAN ISLAND SHIP REPAIR YARD Original Page No. 401 TARIFF NO. 36

1st Revised Page No. 40 Cancels Original Page No. 401

ITEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTE	IM I	
12	VESSEL CONSTRUCTION AND LAUNCH SYSTE	EM .	
	Rates and terms for usage of the Vessel Construc	rtion and	
	Launch System are subject to negotiation.	Lesott and	
			•
			•
	<del>□</del> \$	·	
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June 14, 1978

<u>Julv 1, 1978</u>

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.		
13	Item Cancelled	
	- →	
sued:	Effective:	
June 14, 19	July 1, 1978	

# THE PORT OF PORTLAND Portland, Oregon 1st Revised Page No. 502 Cancels SWAN ISLAND SHIP REPAIR YARD Original Page No. 502

TARIFF NO. 36

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ITEM NO.		
14	Item Cancelled	
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Issued:		
June 14, 197		ctive: 1, 1978

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
15	RULES AND REGULATIONS
15.03	TOOLS AND EQUIPMENT: Tools and equipment are available under
	the terms of the tariff. Any disputes between contractors
	arising over use of cranes or other Port equipment will be
	referred to the Yard Manager. In all cases, the decision of
	the Yard Manager or his assistant will be final.
15.06	SERVICES: Port must be notified at the start and completion
	of services required. When service hoses are connected to a
	vessel, it is assumed they are in use and will be billed
	accordingly.
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facili-
·	ties are available to vessels under provisions of the tariff,
-	rules and regulations, only after regular form of application
	has been signed by an authorized person on behalf of the
	vessel and owners. When any vessel is docked or berthed and a
	contractor is engaged and undertakes work upon said vessel,
	such contractor and his or their agents and/or employees
	shall, under no circumstances, be regarded as the agent of the
	Port of Portland, and the Port of Portland assumes no respon-
	sibility for damages to the vessel or cargo by reason of any
	act committed by such contractor or his agents and/or employees,
	and it is expressly stipulated that the Port of Portland is
	wholly absolved therefrom. Repair or damage to Port facili-
]	ties resulting from vessel and/or contractor operations will

Issued:

February 9, 1977

Effective:

February 9, 1977

## THE PORT OF PORTLAND Original Page No. 602 Portland, Oregon

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to determine the accuracy of the subject information. All such ser-
15.15	vices will be billed at cost to the vessel.  TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that
	the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibility in such cases for damage to dry docks, vessel, cargo
lssued: February 9,	1977 Effective: February 9, 1977

# THE PORT OF PORTLAND Portland, Oregon

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

Cancels

Original Page No. 603

TEM NO.	RULES AND REGULATIONS	
	or other property or to persons. No weight or water ballast	
	shall be shifted, added or removed while the vessel is in dry	
	dock unless such change in weight is authorized in advance by	
	the Port and an accurate record thereof is kept by the	
	master or a person in charge.	
	Any damage to the dock or wharves or property connected there-	
	with, caused by negligence or any other fault of the party,	
	will be charged to the responsible party.	
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be	
	moved or replaced by or upon the responsibility and at the	
	expense of the vessel, and only with the consent of the Port;	
	provided, however, that any such consent given or any assis-	
	tance rendered by the Port shall in no way affect the provi-	
	sions of Item 15.09 hereof, absolving the Port of Portland	
	from responsibility for damages under the circumstances	
	stated in said Item 15.09.	
15.21	STAGING LINES: Vessels requiring the use of the dock or	
	wharves must furnish men to handle the vessel, warp it into	
	and out of the dock, furnish all hauling lines, and lines to	
	steady the vessel while on dock when so requested by the Port.	

June 14, 1978

July 1, 1978

### THE PORT OF PORTLAND Original Page No. 604 Portland, Oregon

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
ITEM NO.	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.  All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.  The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.  SCHEDULING OF VESSELS: Vessels will be scheduled for drydocking in order of the date applied for, except that:
	Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.
	2. Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.
Issued:	Effective:
February 9,	1977 February 9, 1977

## THE PORT OF PORTLAND 1st Revised Page No. 605 Portland, Oregon

Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF. NO. 36

Original	Page	No.	605
	_		-

ITEM NO.	RULES AND REGULATIONS	
	3. Ocean-going vessels shall have priority over river craft,	
•	barges and nonpropelled craft. Ocean-going barges running	
	on schedule as steamship liners have the same priority as	
	other ocean-going vessels.	
	4. In no case shall a dry dock be held vacant waiting for a	
	vessel not at berth for docking at the time the dry dock	
	becomes available. Such a vessel will automatically lose	
	any scheduling advantage and must reschedule.	
	5. In the event that two vessels apply for docking on the same	
	day, and it is possible to dock only one on that particular	
	day, the ship scheduled first shall have preference,	
	provided that all factors are equal.	
	6. The Port of Portland reserves to itself the right to	
	assign the dry dock to be made available for any vessel.	
•	7. Nothing contained herein shall be construed as a guarantee	
, - <u>.</u> .	by the Port of Portland of any dry-docking date.	
15.27	OIL DISPOSAL: Vessels must make provisions that fuel oil will	
	not be discharged while on dry dock or afloat at wharves.	
	The Port of Portland reserves the right to remove oil dis-	
	charged in violation of this rule by any means it chooses,	•
	and the cost of such removal or attempt to remove such oil	
	will constitute a charge against the vessel in addition to the	
	dock dues. Vessels and contractors will be held responsible	
	for acts of their employees.	
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or	
	wharves must at all times keep the same clear of dirt and	
issued:	Effective:	
June 14, 19	July 1, 1978	

## THE PORT OF PORTLAND Portland, Oregon

Original Page No. 606

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.

#### RULES AND REGULATIONS

rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal.

All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible.

Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland.

Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.

Issued:

February 9, 1977

Effective: February 9, 1977

## THE PORT OF PORTLAND 1st Revised Page No. 607 Portland, Oregon

Cancels

## SWAN ISLAND SHIP REPAIR YARD Original Page No. 607 TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the Port	
	authorities, shall be subject to expulsion from the premises	
	or other remedies as provided in Port ordinances.	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways	
	in use and comply with all harbor regulations.	
	Electric wiring shall not be disconnected or modified without	
	Port authorization. All electrical connections to shore	
	service must be made to the satisfaction of the Port.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
•	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port facilities.	
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	
	or tank barge shall be moored at Swan Island for the specific	
	purpose of gas freeing exclusively. Vessels being repaired	
	shall be gas freed in accordance with the applicable provi-	
	sions of the "Safety and Health Regulations for Ship Repair-	
	ing" as issued by the United States Department of Labor. The	
	frequency of gas free certificates shall be in accordance with	
	U.S. Labor Standards. Compliance with National Fire Protection	
	Association Pamphlet No. 306 is required. When tank cleaning	
	or pumping is involved, a certified marine chemist shall	
	designate an isolated berth as called for in the regulations	
	listed above.	

June 14, 1978

July 1, 1978

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products, or other product or material which might create an unusual risk. No kerosene, gasoline, solvents, paints, paint thinners or other explosive or flammable materials will be allowed to remain on the docks or wharves. All such material must be stored in a manner approved by the government officials having jurisdiction.	
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility of the repair contractor to install and remove gangways and ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the dry dock shall move at the vessel's expense at any time they are requested to do so by the Marine Manager of the Port or his assistants. Assignment of use of yard area will be under control of the Port, and any area assigned will be subject to charges under the tariff.	
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate the dry dock upon order of the dry dock authorities whenever the dry dock is required for other work, and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.	
Issued: February 9,	1977 Effective: February 9,	1977

## THE PORT OF PORTLAND Original Page No. 609 Portland, Oregon

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

TEM NO.	RULES AND REGULATIONS	
15.48	SECURITY: In the interest of security, identification badges	
	may be required for persons entering the dry dock area when	
	considered necessary by the Port.	
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed	
	within areas leased by the owner of said equipment, all	
	facilities and equipment must be approved by the Marine	
	Manager for use in the Ship Repair Yard. Speed of vehicles	
	in the yard is limited to ten (10) m.p.h.	
15.54	INSIDE PARKING: Parking space inside the fenced area is	
	limited and entrance will be permitted only to cars with	
	current gate passes. Visitors will be permitted to enter	
	upon proper identification. Gate passes are under the control	
•	of the Marine Director, and the right to revoke passes is	
	reserved at all times. Vehicles not properly parked will be	
	subject to removal from the yard. Parking is permitted only	
	in the area marked for parking.	
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence	
	is provided for the convenience of the employees. Parking	
	will be on a first come basis. Improperly parked cars shall	
	be subject to such fines as are set by ordinance of the Port	
	of Portland Commission.	
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be	·
	done on the dry docks.	

February 9, 1977

February 9, 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
15.63	FORCE MAJEURE: In the event operations are suspended by	
·	Force Majeure and the yard cannot be used for its intended	
	purpose, the obligations of the Port shall be suspended.	
	The term "Force Majeure" means any cause not reasonably	
	within the direct or indirect control of the Port, including	
	but not limited to Acts of God, strikes, lockouts, or indus-	
	trial disturbances, act of the public enemy, war, blockade,	•
,	public riot, landslides, lightning, earthquakes, fire, storm,	,
	flood, explosion, and judicial or governmental restraint.	:
15.66	HOLD HARMLESS: The contractor and the vessel owner agree	
	jointly and severly to indemnify and save and hold harmless	
,	the Port of Portland, its Commissioners, agents or employees	
	and the United States of America (Department of the Navy)	
•	from and against all claims and actions and expenses inci-	
	dental to the investigation and defense thereof, based upon	
	or arising out of damages or injuries to persons or their	
	property, caused by the fault or negligence of the contractor,	
	its agents or employees in the use or occupancy of the ship	
·	repair facilities and equipment; provided further that the	
	Port of Portland shall give to the contractor and the vessel	
	owner prompt and reasonable notice of any such claims or	
	actions and the contractor and vessel-owner shall have the	
	right to investigate, compromise and defend same.	
15.69	CHANGE OF RULES: These rules and regulations are subject to	
. = - • •	change when necessary in the judgement of the Port of Portland.	
Issued:	Effective:	
February 9,	1977 February 9, 19	77
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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS
15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff
	as issued by the Port are due and payable upon presentation.
	Any invoice issued for any charge or charges prescribed by
	this tariff remaining unpaid for a period of 45 calendar days
	after date of invoice is delinquent and shall be subject to a
	delinquency charge.
	The delinquency charge of 5/6 percent per month (10 percent
	per year) will be charged for one month and each month
	thereafter, if invoice is not paid within 45 days of invoice
	date; provided, however, that in no event shall the delinquency
	charge be higher than the maximum rate permitted by law.
	Invoices will be rendered for delinquency charges when these
•	charges total \$5.00 or more. All extra expenses, including
	legal expense, litigation cost or costs of agents employed to
	effect collection shall also be assessed to, and payable by,
	such accounts.
1	

Issued:

April 13, 1977

Effective: May 1, 1977

## THE PORT OF PORTLAND Portland, Oregon

· Original Page No. 611

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36 .

TEM NO.	RULES AND REGULATIONS
16	LIMIT OF CAPACITY OF SERVICE
	All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Marine Director and his assistants shall be complied with promptly and continuously. The right is reserved by the Marine Director and his assistants to cancel permissions given hereunder at any time and without recourse.
	given hereunder at any time and without recourse.
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	•

February 9, 1977

February 9, 1977

# THE PORT OF PORTLAND Portland, Oregon 1st Revised Page No. 701

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS	
17	POSTED LABOR RATES	
	All services will be performed at the posted labor rates in effect at the time the service is performed. Current posted rates may be obtained at the Ship Repair Yard office.	
	MD/P/AP	
•		
-	- <del>*</del> *	
	•	·
ued:	Effective:	

June 14, 1978

July 1, 1978

#### LABOR RATES

#### EQUIPMENT -- PLUS - LABOR RATES (1)

		St. Time	Overtime		e e e e e e e e e e e e e e e e e e e	St. Time	Overtime
	Dock Master	\$24.93	\$45.08	Gantry Crane (25, 45 & 90 Ton Capacity)	\$ 20.00	\$ 42.61	\$ 60.79
	Asst. Dock Master	22.89	41.31	Mobile Truck Crane	13.75 *	58.41	94.31
(825)	Electrician Foreman	24.93	45.08	Mobile Truck Crane outside SRY	27.50 *	72.16	108.06
(326)	Machinist Foreman	24.93	45.08	•			
(823)	Carpenter Foreman	24.93	45.08	Diesel Motor Tractor with Trailer	18.00	40.61	58.79
(851)	Crane Operator	22.61	40.79	Diesel Motor Tractor without Trailer	9.00	31.61	49.79
	· -			50-Ton Trailer (without tractor)	9.00		
(854)	Carpenter	22.37	40.35	Forklift Truck	8.00	30.61	48.79
(852)	Electrician	22.37	40.35				
(853)	Machinist	22.37	40.35	Hi-Lift	13.00	35.61	53.79
(855)	Rigger	22.37	40.35	Loader	15.00	37.61	55.79
(856)	Painter	22.37	40.35	Log Bronc	15.00	37.61	55.79
(859)	Utility Man	21.93	39.54	Oil Skimmer in transit X-2	60.00	82.61	100.79
(858)	Dock Attendant	21.95	39.57	Oil Skimmer in operation X-2	120.00	142.61	160.79
(862)	Guard	21.45	38.66	Oil Skimmer in transit X-3	30.00	52.61	70.79
(863)	Janitor	21.45	38.66	Oil Skimmer in operation X-3	60,00	82.61	100.79
(865)	Replacements	21.45	38.66				
(857)	Crane Oiler	22.05	39.77	Work boat Signe I	37.50	60.11	78.29
(860)	Apprentice Machinist	19.31	34.71				
(866)	Crane Operator Trainer	28.32	51.33				
(867)	Crane Operator Traince	22.05	39.77			•	

⁽¹⁾ Rates are based on labor of one crane operator except where starred (*), which indicates additional labor of one crane oiler.

) Portor Podland

Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151 Offices also in Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Chicago, Pasco, Washington D.C.

July 11, 1979

Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

TOWBOAT TARIFF NO. 5

The Port of Portland Commission has approved, at it's July meeting, a 10 percent tariff rate increase for the Steamer Portland. This rate change is the result of labor and fuel cost increases and is required to maintain a positive cash flow.

The tariff increase is effective August 1, 1979. Enclosed is a copy of the revised Towboat Tariff No. 5. Please destroy all superceded copies.

Charles H. McKeown

Business Manager, Marine Services

CHM/mah

Enclosures

Mulifelt Markett Character Character

# Port of Portland



Cancels Towboat Tariff 4 in Full

#### Naming:

Rates for the Towboat PORTLAND Used in Towing and Assisting Ships on the Columbia and Willamette Rivers

Issued by:



## Port of Portland

P.O. Box 3529 Portland, OR 97208

#### Issued:

December 13, 1978

#### Effective:

December 18, 1978





	Item No.
APPLICATION OF RATES	10 .
When service is ordered or is accepted, it is understood that the vessel, its owners, agents and/or operators agree to all the rates, conditions and rules provided in this tariff.	
RESPONSIBILITY	20
Rates herein for towage and assistance require that vessels be in charge of a licensed pilot employed by the vessel, its owners or operators, which pilot shall give all orders to the towboat. In consideration of accepting such service for rates herein fixed, or other sums established by custom or contract to be paid for services of the towboat, it is expressly understood and agreed that all towing, moving, shifting, docking, undocking, or other handling of a vessel or craft of any character by the towboat PORTLAND anywhere for said rates or other sums established by custom or contract is done at the sole risk of such vessel or craft and its cargo; that neither the towboat used in the service nor the owner, agent, charterer, nor hirer thereof, shall be liable for any loss or damage of any nature whatsoever occurring while such service is being rendered or incident thereto, and that the master and the crew of the towboat PORTLAND shall, in the performance of such service or services, become and be the servants of said vessel or craft towed or handled in any way whatsoever.	
UNITED STATES UNIFORM SHIP ASSISTANCE PROVISIONS	30
	1

#### GENERAL

All towboat services furnished in towing, moving, shifting, docking, undocking, and other handling of a self-propelled vessel, or a vessel being launched, whether or not such vessel has available for use or is making use of her own propelling power, are furnished upon the express understanding, agreement and condition that such services are furnished at the risk of such vessel, and her owner, and that the master and crew of the towboat become the servants of the vessel to which such services are furnished, and her owner, and that neither those furnishing the towboat, nor the towboat, its owner, charterer, operator, manager, or agent shall be liable for any damage sustained by such vessel or caused by her or those assisting her, through negligence or otherwise. However, as respects damages for personal injuries or loss of life of such master or crew, the provisions of this paragraph shall not apply unless such damages shall have been caused or contributed to by the fault or negligence of the vessel to which such services are furnished.

Issued: December 13, 1978

Effective: December 18, 1978

	Ite No
UNITED STATES UNIFORM SHIP ASSISTANCE PROVISIONS (Continued)	31 Con
HAWSERS	
The assisted or towed vessel assumes all risk of any and all loss or damage sustained any other vessels, property or persons resulting from the parting of any hawser or of whomsoever furnished, and whether the parting was due to insufficiency, negligence, versuse.	ther line, by
WARRANTY	
With respect to vessels that are not owned by the person or company ordering, or by to company who has contracted with the towing company for the towboat service, it is uncarred that each such person or company warrants that it has authority to bind the veowner, to all provisions of those UNIFORM UNITED STATES SHIP ASSISTANCE PROVISIONS as all of the other provisions set forth herein, and agrees to indemnify and hold harmle furnishing the towboat or any pilot, the towboat, its owner, agent, charterer, operations manager, from all damages and expenses that may be sustained or incurred in the event consequence of such person or company not having such authority.	derstood and essel, and her s well as to ess those tor and
HOURS OF SERVICE	4
Orders for the towboat to assist ships will be received ONLY between the hours of 8 a 5 p.m., with the exception that orders will be received any time from vessels operate military forces of the United States or from vessels in distress. The minimum notification will be four (4) hours prior to the time of requirement.	ed by the
ORDER CANCELLATION	5
The charge for cancelled work shall be as follows:	
1. If the towboat has departed in response to the order, the charge shall be that for the work ordered.	applicable
voi one merit diserest	
<ol> <li>If the towboat has not departed but personnel have reported in response to the charge shall be based upon the actual labor cost incurred.</li> </ol>	order, the
2. If the towboat has not departed but personnel have reported in response to the	order, the
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					Iter No.
	RATES - REGULAR	AND PREMIUM			60
REGULAR RATES apply Monday thr	ough Friday from 0800	to 1600 hours.			
PREMIUM RATES apply Monday thr Holidays.	rough Friday from 1600	to 0800 hours a	and all day Satu	urday, Sunday and	
	HOLIDAYS, DEFI	INITION OF			70
Whenever the term "HOLIDAYS" i	s used in this tariff	, it shall be un	nderstood as mea	aning:	
New Year's Day Memorial Day Independence Day Labor Day	Ve [.] De	anksgiving Day terans' Day cember 24 ristmas Day			
	PAYMENT DELINQUI	ENCY CHARGE			80
period of forty-five (45) cale	endar days after the d	ibed by this tar ate of invoice i	riff remaining u s delinquent ar	unpaid for a nd shall be	
period of forty-five (45) cale subject to a delinquency charg The delinquency charge is ten however, that in no event shal by law. Invoices will be rend All extra expenses, including	endar days after the days.  percent (10%) per year.  I the delinquency charlered for delinquency of legal expense, litigate	ate of invoice i r on the total u rge be higher th charges when the tion cost or cos	s delinquent ar unpaid balance t man the maximum use charges tota sts of agents em	therof; provided, rate permitted al \$5.00 or more.	
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Any invoice issued for any chaperiod of forty-five (45) cale subject to a delinquency charge. The delinquency charge is tenhowever, that in no event shalby law. Invoices will be rend All extra expenses, including effect collection shall also be	endar days after the days.  percent (10%) per year.  I the delinquency charlered for delinquency of legal expense, litigate	ate of invoice i r on the total u rge be higher th charges when the tion cost or cos	s delinquent ar unpaid balance t man the maximum use charges tota sts of agents em	therof; provided, rate permitted al \$5.00 or more.	





1st Revised Page No. 4 Cancels Original Page No. 4

		<u> </u>		N N
	ZONE RATES			. 9
rates named in this section re in this tariff and are na rating in or under ice condi es are in dollars per shift.	med for work specified, exce	cedence over all rates opt rates do NOT apply	published else- when towboat is	
BETWEEN ZONES ee Notes 1 and 2)	REGULAR RATE	PREMIUM RATE		
Intra-Zone 1	\$1,819	\$2,274		
Intra-Zone 2	1,557	1,947		
Intra-Zone 3	1,557	1,947	<del></del>	-
Inter-Zone 1 and 2	2,069	2,587		
Inter-Zone 1 and 3	2,571	3,213	<del></del>	
	1,819	2,274		
Zone 2 – Comprises Railroad Zone 3 – Comprises	the area between the Ross I the area between the Steel Bridge at St. Johns. the area between the Burlin and the mouth of the Willam	sland Bridge and Stee Bridge and the Burlin gton Northern Railroa	gton Northern	
NOTE 1: Zone 1 - Comprises Zone 2 - Comprises Railroad Zone 3 - Comprises St. Johns NOTE 2: All delays to the first hour of dela each hour or fract	the area between the Ross I the area between the Steel Bridge at St. Johns. the area between the Burlir	sland Bridge and Stee Bridge and the Burlin ogton Northern Railroad bette River. Ship owners or their ac the hourly rate named in	gton Northern  d Bridge at  gents after the n Item 100, for	
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Issued:

July 11, 1979

Effective:

August 1, 1979





1st Revised Page No. 5 Cancels Original Page No. 5

	,	Hour	LY RATES			100
ourly r	ates for the towb e provided in Ite	oat PORTLAND used in t m 90. Rates are in do	owing or assisting sh llars per hour for th	ips do NOT apply wh e towboat.	ere specific	
•		(Subject	t to NOTE 1)	•		
		RA	TES	MINIMUM CHA	RGE	
		Regular Rate	Premium Rate	HOURS	<del></del>	
Towb	oat PORTLAND	\$521.00	\$652.00	. 4	<del></del>	
OTE 1:	leaving for loca	for the towboat starts tion of job and contin re, unless towboat lea	ues until the towboat	returns to the app	he towboat roximate	
					45	
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Box 3529 Portland, Oregon 97208 503/231-5000 TWX: 910-464-6151 Offices also in Hong Kong, Manila, Seoul, Singapore, Sydney, Taipei, Tokyo, Chicago, Pasco, Washington D.C.

July 11, 1979

Jim Butler Northwest Marine Iron Works P.O. Box 3109 Portland, Oregon 97208

TOWBOAT TARIFF NO. 5

The Port of Portland Commission has approved, at it's July meeting, a 10 percent tariff rate increase for the Steamer Portland. This rate change is the result of labor and fuel cost increases and is required to maintain a positive cash flow.

The tariff increase is effective August 1, 1979. Enclosed is a copy of the revised Towboat Tariff No. 5. Please destroy all superceded copies.

Charles H. McKeown

Business Manager, Marine Services

CHM/mah

Enclosures

Month of Ox March ox Character Work Character Saver

# •Port of Portland



Cancels Towboat Tariff 4 in Full

#### Naming:

Rates for the Towboat PORTLAND Used in Towing and Assisting Ships on the Columbia and Willamette Rivers

Issued by:



## Port of Portland

P.O. Box 3529 Portland, OR 97208

#### Issued:

December 13, 1978

#### Effective:

December 18, 1978





	Liann
	Item No.
APPLICATION OF RATES	10
When service is ordered or is accepted, it is understood that the vessel, its owners, agents and/or operators agree to all the rates, conditions and rules provided in this tariff.	
RESPONSIBILITY	20
Rates herein for towage and assistance require that vessels be in charge of a licensed pilot employed by the vessel, its owners or operators, which pilot shall give all orders to the towboat. In consideration of accepting such service for rates herein fixed, or other sums established by custom or contract to be paid for services of the towboat, it is expressly understood and agreed that all towing, moving, shifting, docking, undocking, or other handling of a vessel or craft of any character by the towboat PORTLAND anywhere for said rates or other sums established by custom or contract is done at the sole risk of such vessel or craft and its cargo; that neither the towboat used in the service nor the owner, agent, charterer, nor hirer thereof, shall be liable for any loss or damage of any nature whatsoever occurring while such service is being rendered or incident thereto, and that the master and the crew of the towboat PORTLAND shall, in the performance of such service or services, become and be the servants of said vessel or craft towed or handled in any way whatsoever.	
UNITED STATES UNIFORM SHIP ASSISTANCE PROVISIONS	30
CENIEDAI	

#### GENERAL

All towboat services furnished in towing, moving, shifting, docking, undocking, and other handling of a self-propelled vessel, or a vessel being launched, whether or not such vessel has available for use or is making use of her own propelling power, are furnished upon the express understanding, agreement and condition that such services are furnished at the risk of such vessel, and her owner, and that the master and crew of the towboat become the servants of the vessel to which such services are furnished, and her owner, and that neither those furnishing the towboat, nor the towboat, its owner, charterer, operator, manager, or agent shall be liable for any damage sustained by such vessel or caused by her or those assisting her, through negligence or otherwise. However, as respects damages for personal injuries or loss of life of such master or crew, the provisions of this paragraph shall not apply unless such damages shall have been caused or contributed to by the fault or negligence of the vessel to which such services are furnished.

Issued: December 13, 1978

Effective: December 18, 1978





· ·	Item No.
UNITED STATES UNIFORM SHIP ASSISTANCE PROVISIONS (Continued)	30 Cont
HAWSERS	
The assisted or towed vessel assumes all risk of any and all loss or damage sustained by it or by any other vessels, property or persons resulting from the parting of any hawser or other line, by whomsoever furnished, and whether the parting was due to insufficiency, negligence, wear or other cause.	
WARRANTY	
With respect to vessels that are not owned by the person or company ordering, or by the person or company who has contracted with the towing company for the towboat service, it is understood and agreed that each such person or company warrants that it has authority to bind the vessel, and her owner, to all provisions of those UNIFORM UNITED STATES SHIP ASSISTANCE PROVISIONS as well as to all of the other provisions set forth herein, and agrees to indemnify and hold harmless those furnishing the towboat or any pilot, the towboat, its owner, agent, charterer, operator and manager, from all damages and expenses that may be sustained or incurred in the event and in consequence of such person or company not having such authority.	
HOURS OF SERVICE	40
Orders for the towboat to assist ships will be received ONLY between the hours of 8 a.m. and 5 p.m., with the exception that orders will be received any time from vessels operated by the military forces of the United States or from vessels in distress. The minimum notification time will be four (4) hours prior to the time of requirement.	
ORDER CANCELLATION	50
The charge for cancelled work shall be as follows:	
<ol> <li>If the towboat has departed in response to the order, the charge shall be that applicable for the work ordered.</li> </ol>	
<ol> <li>If the towboat has not departed but personnel have reported in response to the order, the charge shall be based upon the actual labor cost incurred.</li> </ol>	





		Iter No
	RATES - REGULAR AND PREMIUM	60
REGULAR RATES apply Monday thro	ugh Friday from 0800 to 1600 hours.	,
PREMIUM RATES apply Monday thro Holidays.	ugh Friday from 1600 to 0800 hours and all day Saturd	ay, Sunday and
	HOLIDAYS, DEFINITION OF	70
Whenever the term "HOLIDAYS" is	used in this tariff, it shall be understood as meaning	ng:
New Year's Day Memorial Day Independence Day	Thanksgiving Day Veterans' Day December 24	
Labor Day	Christmas Day	
	PAYMENT DELINQUENCY CHARGE	80
period of forty-five (45) calen subject to a delinquency charge The delinquency charge is ten p	ercent (10%) per year on the total unpaid balance the	rof; provided,
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	ZONE RATES			9
re in this tariff and are neating in or under ice cond es are in dollars per shift BETWEEN ZONES	•	ept rates do NOT apply	published else- when towboat is	
e Notes 1 and 2)	REGULAR RATE	PREMIUM RATE	<u> </u>	
Intra-Zone 1	\$1,819	\$2,274		
Intra-Zone 2	1,557	1,947	<del></del>	
Intra-Zone 3	1,557	1,947		1
Inter-Zone 1 and 2	2,069	2,587		
Inter-Zone 1 and 3	2,571	3,213	<del></del>	
Inter-Zone 2 and 3	1,819	2,274		
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1st Revised Page No. 5 Cancels Original Page No. 5

		<u>H0</u>	OURLY RATES			100
ourly r ates ar	eates for the towbore provided in Item	oat PORTLAND used in n 90. Rates are in	towing or assisting sh dollars per hour for the	ips do NOT apply whe e towboat.	re specific	
		(Subje	ect to NOTE 1)	•		
			RATES	MINIMUM CHARG	Ε	
	· · · · · · · · · · · · · · · · · · ·	Regular Rate	Premium Rate	HOURS		
Towb	oat PORTLAND	\$521.00	\$652.00	. 4		
DTE 1:	The hourly rate f leaving for locat point of departur	for the towboat star tion of job and cont re, unless towboat l	ts at the time and place inues until the towboat eaves to engage in anoth	e of departure of the returns to the appro ner job.	e towboat oximate	
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J. J. W.

NOTICE

December 13, 1978

SUBJECT: STEAMER PORTLAND - TOWBOAT TARIFF NO. 5

Today the Commission of the Port of Portland adopted the subject tariff. This new tariff is effective December 18, 1978.

MD70M

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Afond de them rate longere
mit Commerce officators;
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# Port of Portland



Cancels Towboat Tariff 4 in Full

#### Naming:

Rates for the Towboat PORTLAND Used in Towing and Assisting Ships on the Columbia and Willamette Rivers

Issued by:



## Port of Portland

P.O. Box 3529 Portland, OR 97208

#### Issued:

December 13, 1978

#### Effective:

December 18, 1978



	Iten No.
APPLICATION OF RATES	10
When service is ordered or is accepted, it is understood that the vessel, its owners, agents and/or operators agree to all the rates, conditions and rules provided in this tariff.	
RESPONSIBILITY	20
Rates herein for towage and assistance require that vessels be in charge of a licensed pilot employed by the vessel, its owners or operators, which pilot shall give all orders to the towboat. In consideration of accepting such service for rates herein fixed, or other sums established by custom or contract to be paid for services of the towboat, it is expressly understood and agreed that all towing, moving, shifting, docking, undocking, or other handling of a vessel or craft of any character by the towboat PORTLAND anywhere for said rates or other sums established by custom or contract is done at the sole risk of such vessel or craft and its cargo; that neither the towboat used in the service nor the owner, agent, charterer, nor hirer thereof, shall be liable for any loss or damage of any nature whatsoever occurring while such service is being rendered or incident thereto, and that the master and the crew of the towboat PORTLAND shall, in the performance of such service or services, become and be the servants of said vessel or craft towed or handled in any way whatsoever.	
UNITED STATES UNIFORM SHIP ASSISTANCE PROVISIONS	30
GENERAL	

All towboat services furnished in towing, moving, shifting, docking, undocking, and other handling of a self-propelled vessel, or a vessel being launched, whether or not such vessel has available for use or is making use of her own propelling power, are furnished upon the express understanding, agreement and condition that such services are furnished at the risk of such vessel, and her owner, and that the master and crew of the towboat become the servants of the vessel to which such services are furnished, and her owner, and that neither those furnishing the towboat, nor the towboat, its owner, charterer, operator, manager, or agent shall be liable for any damage sustained by such vessel or caused by her or those assisting her, through negligence or otherwise. However, as respects damages for personal injuries or loss of life of such master or crew, the provisions of this paragraph shall not apply unless such damages shall have been caused or contributed to by the fault or negligence of the vessel to which such services are furnished.

Issued: December 13, 1978

Effective: December 18, 1978

	Item No.
UNITED STATES UNIFORM SHIP ASSISTANCE PROVISIONS (Continued)	30 Cont
HAWSERS	
The assisted or towed vessel assumes all risk of any and all loss or damage sustained by it or by any other vessels, property or persons resulting from the parting of any hawser or other line, by whomsoever furnished, and whether the parting was due to insufficiency, negligence, wear or other cause.	
WARRANTY	
with respect to vessels that are not owned by the person or company ordering, or by the person or company who has contracted with the towing company for the towboat service, it is understood and agreed that each such person or company warrants that it has authority to bind the vessel, and her owner, to all provisions of those UNIFORM UNITED STATES SHIP ASSISTANCE PROVISIONS as well as to all of the other provisions set forth herein, and agrees to indemnify and hold harmless those furnishing the towboat or any pilot, the towboat, its owner, agent, charterer, operator and manager, from all damages and expenses that may be sustained or incurred in the event and in consequence of such person or company not having such authority.	
HOURS OF SERVICE	40
Orders for the towboat to assist ships will be received ONLY between the hours of 8 a.m. and by p.m., with the exception that orders will be received any time from vessels operated by the nilitary forces of the United States or from vessels in distress. The minimum notification time will be four (4) hours prior to the time of requirement.	
ORDER CANCELLATION	50
The charge for cancelled work shall be as follows:	
<ol> <li>If the towboat has departed in response to the order, the charge shall be that applicable for the work ordered.</li> </ol>	
2. If the towboat has not departed but personnel have reported in response to the order, the charge shall be based upon the actual labor cost incurred.	

	· · · · · · · · · · · · · · · · · · ·	·	·		No.
	RATES – REGULAR AN	ND PREMIUM			60
REGULAR RATES apply Monday	through Friday from 0800 t	o 1600 hours.			
	through Friday from 1600 t		day Saturday, Su	unday and	
	HOLIDAYS, DEFINI	ITION OF			70
Whenever the term "HOLIDAY	5" is used in this tariff,	it shall be understo	od as meaning:		
New Year's Day Memorial Day Independence Day	Vete	ksgiving Day rans' Day mber 24			
Labor Day		stmas Day	•		
	PAYMENT DELINQUEN	CY CHARGE			80
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rates named in this section as re in this tariff and are named	d for work specified, excep	edence over all rates ot rates do NOT apply	published else- when towboat is	
rating in or under ice conditions are in dollars per shift.	nis.			
BETWEEN ZONES				
ee Notes 1 and 2)	REGULAR RATE	PREMIUM RATE		
Intra-Zone 1	1,654	2,067		
Intra-Zone 2	1,415	1,770	<del>,</del>	
Intra-Zone 3	1,415	1,770	<del></del>	
Inter-Zone 1 and 2	1,881	2,352		
Inter-Zone 1 and 3	2,337	2,921		
Inter-Zone 2 and 3	1,654	2,067		
Railroad Br. Zone 3 - Comprises th St. Johns an NOTE 2: All delays to the too first hour of delay,	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
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Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the tour first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the town first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the town first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
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Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the tour first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the tour first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the tour first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the town first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	
Zone 2 - Comprises the Railroad Britan Zone 3 - Comprises the St. Johns and NOTE 2: All delays to the tour first hour of delay, each hour or fraction	he area between the Steel E dge at St. Johns. He area between the Burling and the mouth of the Willame dboat when caused by the sh will be charged for at the a thereof beyond the first	ridge and the Burlington Northern Railroa tte River. Tip owners or their a hourly rate named i	gton Northern  d Bridge at  gents after the n Item 100, for	





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		, Houri	LY RATES		100
ourly rate	es for the towboat provided in Item 1	PORTLAND used in to OO. Rates are in do	owing or assisting shipolars per hour for the	ps do NOT apply where specific e towboat.	
		(Subject	to NOTE 1)		
		RA	TES	MINIMUM CHARGE	
		Regular Rate	Premium Rate	HOURS	_
Towboa	t PORTLAND	\$474.00	\$593.00	4	_
1.	eavino for locatio	n of iob and continu	at the time and place ues until the towboat ves to engage in anoth	of departure of the towboat returns to the approximate er job.	
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SHIP REPAIR FACILITY CHARGE	COMPARISON								
ITEM	Port Port. Now	Port Port. Proposed	Todd Sea.	Lockheed Sea	Todd S.F.	Beth S.F.	Will. Rich.	Todd L.A.	Beth L.A.
DRYDOCK CHARGES					·				·
Lift Day	.35 G.T.	.40*		• • • • • • • • • • • • • • • • • • • •				,	
Lay Day	.33 G.T.*	.35*							
*NOTE: Rate applies to	G.T. or Formu	1a <u>L X B X D X 100</u>	85 if it excee	ds G.T. by 10%	or more (Shelter	Deck Vessels)			
*NOTE: Rate includes	abor for block	1	operation if	on day shift wo	rking day.				
Idle Day on Dock	150 per ft.	.75 per ft.							
Clean Sand from Dock	direction man	Various							
Compressed Air	N.C.	3.15/hr.							
Steam	10.00/hr.	13.50/hr.							
Elect. Power	Various	.030/KWH			,				
Water	.35/100 cu. ft	. 1.57/100 cu f							
Oily Waste Disposal	.75/barrel	.80/barrel	,						
Crane (Equip.)	N.C.	25.00/hr.	yn yn farf i fillen oddin yn daeth allaidd allaidd ar daeth ar daeth a daeth a daeth a daeth a daeth a daeth a						
Crane Operator	16.82	Act. Rate							
BERTH CHARGES									
Berth 1st 15 days	.38/ft.	.40/foot							
Berth after 15 days	.19/ft.	.30/ft.	e also selectioned angular supplying a select and the constitution is dependent angular.						
Compressed Air	3.50/hr.	3.15/hr.					and the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s		;
Steam	10.00/hr.	13.50/hr.	,						
Power (Elect.)	.030/KWH	.030/KWH							
Water	.47/1000 gal.	1.57/100 cu ft	· · · · · · · · · · · · · · · · · · ·						1
Oily Waste Disp.	.75/barrel	.80/barrel	and a state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the						;
Crane (Equip.)	15.00/hr.	25.00/hr.	na die "displace des grant des dereich some de abouel "domplace». Lechtschaffen gan de					· · · · · · · · · · · · · · · · · · ·	
Crane Operator	16.82	Act. Rate						•	

SHIP REPAIR FACILITY CHARGE	COMPARISON	<u> </u>				<u>i</u> 1		·	
ITEM	Port Port.	Port Port. Proposed	Todd Sea.	Lockheed Sea	Todd S.F.	Beth S.F.	Will. Rich.	Todd L.A.	Beth L.A.
DRYDOCK CHARGES									
Lift Day	.35 G.T.	.40*	anguya na kata da da da da da da da da da da da da da						
Lay Day	.33 G.T.*	.35*			ļ				
*NOTE: Rate applies t	G.T. or Formu	1a <u>L X B X D X</u>	85 if it excee	ds G.T. by 10%	or more (Shelte	r Deck Vessels)			
*NOTE: Rate includes	abor for block		operation if	on day shift wo	rking day.				
Idle Day on Dock	150 per ft.	.75 per ft.							
Clean Sand from Dock	200 Side Sea	Various	Ara. 14 - 14 - 14 - 14 - 14 - 14 - 14 - 14						
Compressed Air	N.C.	3.15/hr.					· · · · · · · · · · · · · · · · · · ·		
Steam	10.00/hr.	13.50/hr.							
Elect. Power	Various	.030/KWH							
Water	.35/100 cu. ft	. 1.57/100 cu f				-			
Oily Waste Disposal	.75/barrel	.80/barrel				·			
Crane (Equip.)	N.C.	25.00/hr.							
Crane Operator	16.82	Act. Rate							
BERTH CHARGES	and other statement and good three statements are assumed that the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the statement of the stateme								
Berth 1st 15 days	.38/ft.	.40/foot							
Berth after 15 days	.19/ft.	.30/ft.	Ann. 17-18-18-18-18-18-18-18-18-18-18-18-18-18-						
Compressed Air	3.50/hr.	3.15/hr.	- National Profession Association (September 2015)						:
Steam	10.00/hr.	13.50/hr.							
Power (Elect.)	.030/KWH	.030/KWH	- A NOV. AND CO. LOCAL SECTION OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PROPERTY		,				
Water	.47/1000 gal.	1.57/100 cu ft							
Oily Waste Disp.	.75/barrel	.80/barrel	e Sangara niiku kipida ny nga pang kimin kindi nandhisikin niisa kin gap ma'u nima sa kin k				,		
Crane (Equip.)	15.00/hr.	25.00/hr.	and the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of t			-			
Crane Operator	16.82	Act. Rate						ļ	1

SHIP REPAIR FACILITY CHARGE	COMPARISON				1	1			
ITEM	Port Port. Now	Port Port. Proposed	Todd Sea.	Lockheed Sea	Todd S.F.	Beth S.F.	Will. Rich.	Todd L.A.	Beth L.A.
DRYDOCK CHARGES					-				
Lift Day	.35 G.T.	.40*		- A. 27 - A. U. 11 - G. 11 - G. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 12 - A. C. 1					
Lay Day	.33 G.T.*	.35*							
*NOTE: Rate applies t	G.T. or Formu	1a L X B X D X	85 if it excee	ds G.T. by 10%	or more (Shelter	Deck Vessels)			
*NOTE: Rate includes	abor for block		operation if	on day shift wo	rking day.				
Idle Day on Dock	150 per ft.	.75 per ft.							
Clean Sand from Dock		Various							
Compressed Air	N.C.	3.15/hr.							
Steam	10.00/hr.	13.50/hr.							
Elect. Power	Various	.030/KWH							
Water	.35/100 cu. ft	. 1.57/100 cu f							
Oily Waste Disposal	.75/barrel	.80/barrel							
Crane (Equip.)	N.C.	25.00/hr.							
Crane Operator	16.82	Act. Rate							
BERTH CHARGES									
Berth 1st 15 days	.38/ft.	.40/foot							
Berth after 15 days	.19/ft.	.30/ft.							
Compressed Air	3.50/hr.	3.15/hr.							
Steam	10.00/hr.	13.50/hr.							
Power (Elect.)	.030/KWH	.030/KWH							
Water	.47/1000 gal.	1.57/100 cu ft							
Oily Waste Disp.	.75/barrel	.80/barrel					ı		
Crane (Equip.)	15.00/hr.	25.00/hr.							
Crane Operator	16.82	Act. Rate							

SHIP REPAIR FACILITY CHAP	RGE COMPARISON								
ITEM	Port Port. Now	Port Port. Proposed	Todd Sea.	Lockheed Sea	Todd S.F.	Beth S.F.	Will. Rich.	Todd L.A.	Beth L.A.
DRYDOCK CHARGES									
Lift Day	.35 G.T.	.40*					<u> </u>		
Lay Day	.33 G.T.*	.35*							
*NOTE: Rate applies	s to G.T. or Form	1 a L X B X D X .	85 if it exce	eds G.T. by 10%	or more (Shelt	er Deck Vessels)	,		
*NOTE: Rate include	es labor for block		operation if	on day shift wo	rking day.				
Idle Day on Dock	150 per ft.	.75 per ft.							
Clean Sand from Dock		Various	· · · · · · · · · · · · · · · · · · ·						,
Compressed Air	N.C.	3.15/hr.							<u> </u>
Steam	10.00/hr.	13.50/hr.							ry <u>annage</u>
Elect. Power	Various	.030/KWH							
Water	.35/100 cu. ft	1.57/100 cu ft							
Oily Waste Disposal	.75/barrel	.80/barrel							
Crane (Equip.)	N.C.	25.00/hr.	and a state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the						
Crane Operator	16.82	Act. Rate							
BERTH CHARGES		,							
Berth 1st 15 days	.38/ft.	.40/foot			·				1
Berth after 15 days	.19/ft.	.30/ft.							
Compressed Air	3.50/hr.	3.15/hr.							
Steam	10.00/hr.	13.50/hr.							
Power (Elect.)	.030/KWH	.030/KWH			,	·			
Water	.47/1000 gal.	1.57/100 cu ft							
Oily Waste Disp.	.75/barrel	.80/barrel	unitat a managa a tangga dan gina gina guna nga tangga da sa tangga a ta dan sa managa a tangga a tangga a tan				1		
Crane (Equip.)	15.00/hr.	25.00/hr.	Addition speech conjugate and a speech of the filling Physician.						
Crane Operator	16.82	Act. Rate				,			

SHIP REPAIR FACILITY CHARGE	COMPARISON	1							
ITEM	Port Port.	Port Port. Proposed	Todd Sea.	Lockheed Sea	Todd S.F.	Beth S.F.	Will. Rich.	Todd L.A.	Beth L.A.
DRYDOCK CHARGES				_					
Lift Day	.35 G.T.	.40*							
Lay Day	.33 G.T.*	.35*							
*NOTE: Rate applies t	G.T. or Formu		85 if it excee	ds G.T. by 10%	or more (Shelte	r Deck Vessels)			
*NOTE: Rate includes	labor for block	100 building & doc	operation if	on day shift wo	orking day.				
Idle Day on Dock	150 per ft.	.75 per ft.							
Clean Sand from Dock		Various							
Compressed Air	N.C.	3.15/hr.							
Steam	10.00/hr.	13.50/hr.	. ,						
Elect. Power	Various	.030/KWH							
Water	.35/100 cu. ft	. 1.57/100 cu f							
Oily Waste Disposal	.75/barrel	180/barrel							
Crane (Equip.)	N.C.	25.00/hr.							
Crane Operator	16.82	Act. Rate							
BERTH CHARGES									
Berth 1st 15 days	138/ft.	.40/foot							·
Berth after 15 days	.19/ft.	.30/ft.				·			
Compressed Air	3.50/hr.	3.15/hr.							
Steam	10.00/hr.	13.50/hr.							
Power (Elect.)	.030/KWH	.030/KWH							
Water	.47/1000 gal.	1.57/100 cu ft							
Oily Waste Disp.	.75/barrel	.80/barrel							
Crane (Equip.)	15.00/hr.	25.00/hr.							
Crane Operator	16.82	Act. Rate							
					T	1		1	

SHIP REPAIR	FACILITY C	HARGE COM	PARISON						
ITEM	PORT PORT.	PORT PORT PROPOSED	700D 5EA.	LOCKHERD SEA	7000 5.F.	BETH 5.F.	WILL.	7000 L.A.	BETH LA.
DRYDOCK CHARG						an para di salah di dan di dan an an an an an an an an an an an an a			
LIFT DAY	.35 G.T.	.40*							
/AY DAY	·33 G.T.*	.35 *							
* NOTE ! RATE AP	PALIES TO G.T.	OR FORMULA	L × B × D × . 84	IF IT EXCE	FOS 6.T. A	10% OR	MORE (SHE	ENTER DEOK	VESSELS)
* NOTE: RATE IN	•	,	)	I .	1	1	*	1	Come and Comments
ISLE DAY ON DOCK	,50 PER FT.	.75 PER FT.							
CLEAN SAND FROM DOCK	_	VARIOUS							,
COMPRESSED AIR	N.C.	3.15/HR.			1				
STEAM	10.00 / HR	13.50/ NR							
ELECT POWER	VARIOUS	.030/KWH							,
WATER	.35/100 CUFT	1.57/100 auft.							atracture (the Children and Manuscript American and American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American American Ameri
OILY WASTE DISPOSAL	,75/BARREL	.80   BALLEL							And the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second s
CRANE (EQUIA)	N.C.	25.00/HR							
CRANE OPERATOR	16.82	ACT RATE							1
BERTH ON	RESES								
BERTH 15 DAYS	.38/FT	. 40 / FOOT							
BERTH AFTER 15 DAYS	19/FT	.30/ FT.					i .		
COMPRESSED AIR	3.50/HR	3.15/HR							
STEAM	1000/HR	13.50/HR							
POWER (ELECT)	.030/KWH	.030/KWH							
WATER	147/1000 GAL	1.57/100 aufor			1			1	
OILY WASTE DISP.	F	. 80/ BARREL							
CLANE (EQUIP)	15.00/HR	25.00/NR							
CRANE OPERATOR	16.82.	ACT. RATE					Market Street Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control		. Tallandaga adar maranga pandangkanda yang santan arawa maranda ya yay a
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#### NOTICE

December 13, 1978

SUBJECT: SHIP REPAIR YARD TARIFF NO. 36

Today the Commission of the Port of Portland approved changes to the attached pages of the subject tariff. These changes are effective December 26, 1978.

Please remove the old pages and replace with the attached pages.

Attachments: 2nd Revised Page No. 2 1st Revised Page No. 210

MD71M

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 210 Cancels Original Page No. 210

	METHOD OF CHARGING AND RATES	
	Rate: For the vessels lying idle at Berths 301 through 311, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.	
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessels' personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.	
5.13	UNDERWATER SONAR TEST BASIN: While a vessel is at Berth 305-306 for the purpose of testing sonar devices, the rate for such use is \$5,000 per vessel.	
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.	<b>V</b>
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TARIFF NO. 36

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2		1st Revised	201 201	7/01/78 7/01/78
2.05	Lift Day	1st Revised		
2.10	Lay Day	1st Revised	201	7/01/78
2.15	Delayed Undocking	1st Revised	201	7/01/78
2.20	Docking Out of Schedule	1st Revised	202	7/01/78
3	DRY DOCK RATES	1st Revised	203	7/01/78
3.05	Application	1st Revised	203	7/01/78
3.10	U.S. Government Vessels	1st Revised	203	7/01/78
3.15	Minimum Rate	1st Revised	203	7/01/78
3.17	Dredges, Derrick Scows, Barges	1st Revised	203	7/01/78
3.20	Rates A, B & C	1st Revised	204	7/01/78
3.25	Fractional Lay Days	1st Revised	204	7/01/78
3.30	Cargo	Original	205	2/09/77
3.35	Services Included in Dry Dock Rates	Original	205	2/09/77
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7	SERVICES	1st Revised	301	7/01/78
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7.10	Steam Service	1st Revised	301	7/01/78
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7.20	Heavy Unit Transfer	1st Revised	302	7/01/78
7.25	Water and Sewer	1st Revised	302	7/01/78
7.30	Gas-Oxygen System	1st Revised	302	7/01/78
7.35	Receipt of Oily Waste	1st Revised	302	7/01/78
8.	OPERATED EQUIPMENT	1st Revised	304	7/01/78
9	MACHINE TOOLS & MISCELLANEOUS	1st Revised	305	7/01/78
10	SHORE AREAS	1st Revised	306	7/01/78

# MOTICE

THIS IS A NEW TARIFF EFFECTIVE JULY 1, 1978

AND DOES INCLUDE IMPORTANT RATE INCREASES

THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

Effective February 9, 1977

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

#### TARIFF NO. 36

#### INDEX

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3.40	Idle Time on Dry Dock	1st Revised	206	7/01/78
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4	EXTRAS TO BE CHARGED TO THE CUSTOMER	Original	207	2/09/77
4.05	Labor Charges	Original	207	2/09/77
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5.15	Vessel Cancellation	Origina1	210	2/09/77
6	SHORESIDE DRY-DOCKING	Original	211	2/09/77
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15.09	Application - Responsibilities	Original	601	2/09/77
15.12	Services of Naval Architect	Original	602	2/09/77
15.15	Trim of Vessel - Assumption of Risks	Original	602	2/09/77
15.18	Moving Blocks	1st Revised	603	7/01/78
15.21	Staging Lines	1st Revised	603	7/01/78
15.24	Scheduling of Vessels	Original	604	2/09/77
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15.39	Gangways from Ship to Shore	Original	608	2/09/77
15.42	Wharves and Yard Area	Original	608	2/09/77
15.45	Scows and Barges Must Vacate	Original	608	2/09/77
15.48	Security	Original	609	2/09/77
15.51	Equipment on Port Premises	Original	609	2/09/77
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16	LIMIT OF CAPACITY OF SERVICE	Original	611	2/09/77
17	POSTED LABOR RATES	1st Revised	701	7/01/78

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 101

Cancels

Original Page No. 101

TEM NO.	DEFINITION	
1	DEFINITION	_
	The Port of Portland's Swan Island Ship Repair Yard is a	
	publicly-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
İ	dockage is between the vessel and/or its owners and the Port	
:	of Portland. This facility is a ship repair, conversion, shipbuilding and marine fabricating facility. Work other	
	than these categories must be authorized by the Port by	
	special written application.	
sued: Tune 14, 19	Effective: July 1, 1978	

# 1st Revised Page No. 201 Cancels Original Page No. 201

TEM NO.	METHOD OF CHARGING AND RATES	
2	METHOD OF CHARGING FOR DRY-DOCKING	
2.05	LIFT DAY: The first 24 hours shall constitute a lift day and shall be the minimum time used for computing charges. Lift day charges accrue from the time the bow of the vessel crosses over the sill of the dry dock. However, if a vessel is docked prior to its scheduled docking time for the Port's convenience, the actual hours required to dry-dock the vessel shall be charged at lift day rates and the actual hours from the completion of dry-docking until repair work begins will be charged at idle time rates.	
	In the event a vessel is waiting to go on a dry dock which is already occupied, or about to be occupied, no delay shall be permitted in docking or completion of repair work, even if completion requires weekend or holiday work.	
2.10	LAY DAY: A lay day shall be the 24-hour period following a lift day or any preceding lay day. A lay day shall end when the vessel clears the dry dock.	
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for the Port's convenience after the expiration of a chargeable	
l :d:		

1st Revised Page No. 202 Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

Original Page No. 202

ITEM NO.	METHOD OF CHARGING AND RATES
	period, the tariff charge shall accrue only to the end of such chargeable period.
2.20	DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock out of time schedule for the Port's convenience, any overtime pertaining to the Port's portion of labor involved will be borne by the Port.

Issued:

June 14, 1978

Effective:

July 1, 1978

1st Revised Page No. 203
Cancels
Original Page No. 203

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3	DRY DOCK RATES	
3.05	Dry dock rates apply to gross tonnage of vessel when officially registered subject to the qualifications stated below.  Users are advised to check with the Port regarding the application of these qualifications.	
3.10	Vessels operated by the U.S. Government, the gross tonnages of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or acutal displacement when entering dry dock.	
3.15	For self-propelled ocean-going vessels (excluding tugs), the minimum daily dry dock rate shall be \$2,500 except for idle time on dry dock, see Item 3.40.	
3.17	DREDGES, DERRICK SCOWS, BARGES (NONPROPELLING): Official tonnage will be used when available. Otherwise, gross tonnage will be determined by hull overall dimensions thus:           Length x Beam x Depth       Beam x Depth         100       6.T.	

June 14, 1978

1st Revised Page No. 204 Cancels

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

Original Page No. 204

100

June 14, 1978

EM NO.	METHOD OF CHARGING AND	RATES
3.20 <u>RATES</u>		
	Lift Day	Lay Day
RATE A		
Vessels havi registered g tonnage of 1 tons or over	ross registered ,500 gross ton	Rates per registered gross ton
$_{\chi}$ (1) Vessels		\$0.34
84' beam \( \sum (2) 84' to 1 (3) 106' to (4) 139' and	06' beam \$0.40 / 139' beam \$0.42	\$0.34 \$0.36 \$0.42
RATE B		
•	tonnage tons will ed 10 percent E A lift day	
RATE C		,
Vessels havi registered g tonnage unde 1,500 tons	ross	\$2.40 per foot
Minimum time	e for computing charges - one	e lift day
ł	AY DAYS: Lay days will be provided in	-
lay day.	y 1130 mark 13 compresed in	

July 1, 1978

Original Page No. 205

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	METHOD OF CHARGING AND RATES	
3.30	CARGO: No charge will be imposed on the first 2,500 tons of cargo. All cargo over 2,500 tons will be charged for at tariff RATE A.	
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include the following facilities to the extent of availability and subject to the limits given. All labor at posted rates.  1. Compressed Air (contractor must make connection to yessel).  2. River water pump (contractor must make connection to vessel).  3. Steel skips.  4. Concrete test blocks.  5. Floodlights, cluster lights and plug boxes. (Damaged or broken equipment to be charged to the contractor at replacement cost plus 25 percent. Lamps not to be included with above equipment.)  6. When two or more vessels are dry-docked piggyback for the purpose of effecting repairs and/or floating the piggyback vessel or vessels, dry dock haul and lay day rates will apply to each vessel.  7. Moving a vessel on blocks: Contractor will be charged for all labor at posted rates and any additional moves for labor at posted rate.	

Issued:

February 9, 1977

Effective: February 9, 1977

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 206 Cancels Original Page No. 206

TEM NO.	METHOD OF CHARGING AND RATES
	8. Labor for building and placing blocks and operating dry
	docks except that portion on overtime.
	9. All vessels covered by Rate C for dry-docking will be
	charged for all services received at the posted rate for
	such services. Payment of all services used will be in
	addition to payment in accordance with RATE C above.
3.40	IDLE TIME ON DRY DOCK: A charge of \$0.75 per linear foot of
	overall length per day or fraction, to the nearest dollar,
	minimum charge \$100.00 plus the regular tariff rate for all
	services and facilities used during the idle period will be
	made for vessels on dry dock Saturdays, Sundays and/or holidays,
	if dry dock work is not performed. THE PROVISION HEREIN FOR
	IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER
	VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL
	DRY DOCK CHARGE WILL BE APPLICABLE.
3.45	DRY DOCK CLEANING: Rates for cleaning sand and other
	abrasives from the dry docks are as follows:
	Sweep Blasting \$ 0.025 per sq. ft. cleaned
	Commercial Blasting \$ 0.045 per sq. ft. cleaned
·	Bare Metal Blasting \$ 0.075 per sq. ft. cleaned
	Spot Blasting \$22.50 per ton abrasive used

Original Page No. 207

ITEM NO.	METHOD OF CHARGING AND RATES	
4	EXTRAS TO BE CHARGED TO THE CUSTOMER	
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.	
	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.	
	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.	
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs. Blocks damaged by removal to effect repairs to a vessel will be charged extra.	
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special	
Issued:	Effective:	
February 9,	1977 February 9	, 1977

SWAN ISLAND SHIP REPAIR YARD Or TARIFF NO. 36

1st Revised Page No. 208 Cancels Original Page No. 208

ITEM NO.	METHOD OF CHARGING AND RATES	<del></del>
	arrangement with the Port of Portland. Request for such scheduling shall be submitted in writing.	
4.20	CHANGES: All rates and conditions herein are subject to change at the discretion of the Port of Portland, but not so as to increase dry dock, crane and berthage charges (excludes utilities and labor) on a vessel definitely booked for a specific dry docking date. This rate protection shall not apply to bookings made in excess of twelve months in advance	
	of the dry docking commencement date.	
ssued: June 14, 1	Effective: 978 July 1, 1978	<del></del>

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 209

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ITEM NO.	METHOD OF CHARGING AND RATES
5	RATES FOR AUXILIARY SERVICES
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to tie at Berths 301 through 310 for the purpose of effecting repairs and/or alterations, the following charges shall apply:
	Rate: \$0.39 per linear foot overall length per 24-hour day or fraction, to the nearest dollar, for the first fifteen (15) calendar days, and thereafter \$0.25 per linear foot overall length per 24-hour day or fraction, to the nearest dollar. The minimum charge is \$25.00 per 24-hour day or fraction thereof.
	Berthage is defined to include the right of repairer and his employees to limited use of the adjacent pier dock, comfort facilities, pier approach, roadway, parking space and all common user facilities, nonexclusively, and subject to all other tariff charges for special facilities and services, and subject to a preferential right of vessels in dry dock.
5.10	WHARFAGE: While a vessel is permitted to tie at piers when not under repairs the following rate shall apply:
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une 14, 19	July 1, 1978

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ITEM NO.	METHOD OF CHARGING AND RATES
	Rate: For the vessels lying idle at Berths 301 through 311, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plant for vessels' personnel and ordinary stores. This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.
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Issued:	Effective:
February 9,	1977 February 9, 1977

Original Page No. 211

ITEM NO.	METHOD OF CHARGING AND RATES
6	SHORESIDE DRY-DOCKING
6.05	RATE D
6.10	SMALL VESSELS: Owners or agents applying for shoreside dry-docking must apply in person at the Swan Island Ship Repair Yard business office to make dry-docking arrangement.  DRY DOCK RATES: Waterborne vessels including tugs, pleasure craft and barges may be lifted out of the water for shoreside dry-docking or other purposes under the following provisions:
	<ol> <li>Dry-docking or lift day charges \$100.00 plus \$2.00 per ton in excess of five-ton displacement for one crane. This charge is for the first hour of crane use only. Additional crane service at tariff rates for cranes.</li> <li>Lay day charges will be \$20.00 per day per vessel.</li> <li>Undocking day charges will be crane service charges only.</li> <li>Displacement tonnage shall be determined by the Marine Manager or his assistants from the length, breadth and draft of the vessel, using an appropriate block coefficient.</li> <li>If undocking occurs during the 24-hour docking day period, the docking day charge only shall apply.</li> <li>Small vessels unloading from truck or rail car to river, or from river to truck or rail car, will be charged the same as Item 1 above.</li> </ol>
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ITEM NO.	METHOD OF CHARGING AND RATES
	<ol> <li>Vessels whose displacement indicates weight beyond or near the capacity of the available facilities to lift, or vessels which may constitute a hazard will not be lifted.</li> <li>The Port of Portland assumes no responsibility for safety or security of any vessel either while being lifted or while on the blocks.</li> <li>All blocks and rigging lines below the gantry hook, spreader bars, or any other tackle of any kind are to be furnished by ship repair contractors. All rigging is to be done by ship repair contractors.</li> <li>The Marine Director of the Port of Portland or his assistants shall have the right to require additional cranes or to refuse to lift any vessel.</li> </ol>
6.15	CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT, ETC., PERTAINING TO SHIP REPAIR WORK: For crane service handling structural steel, equipment, etc., from or to truck, rail, barge or storage, the following rates will apply. For loads of less than ten (10) tons, regular tariff rate. For loads in excess of ten (10) tons, the rate of \$100.00 plus \$2.00 per ton in excess of ten tons for each lift. This charge to cover the first hour, after which regular crane rates will apply.
sued:	Effective:
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SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	, MATERIALS & SUPPLIES
7	SERVICES	
	The following services are available to	the limit of installed
	capacity. Charges will be made at the	rates specified. Connec-
	tion of the services is the responsibili	ity of the contractor.
		Rate per hour or fraction
7.05	COMPRESSED AIR	(Minimum charge one hour)
	Per ship or operation using air	\$ 4.15
7.10	STEAM SERVICE	(Minimum charge eight hours)
	Sufficient notice must be given for placing plant on the line	
	Per ship or operation using steam	\$11.75
7.15	ELECTRICITY	
	Per KWH	\$ 0.030 per KWH \$ 2.00 minimum
•	,	
ssued:		Effective:

June 14, 1978

July 1, 1978

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 302

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Original Page No. 302

TEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE	AREAS, MATERIALS & SUPPLIES	
7.20	HEAVY UNIT TRANSFER: Any heavy unboats, etc., transported through trollers, skids, etc., for transshiuse charge of \$10.00 per ton of 2,	the shipyard by rail, lowboy, pment shall bear a facility	
7.25	WATER AND SEWER		
	City water	\$1.57 per 100 cu. ft.	
		Minimum charge \$5.00	
		per usage	
	River water pump operation	\$3.00/hour or fraction	
7.30	GAS-OXYGEN SYSTEM: Natural gas sh	·	
	billed at the rate of \$0.85 per hu consumption will be determined by consumption in an amount proportion	allocating gross oxygen	
7.35	RECEIPT OF OILY WASTE: Charge for tures is \$2.50 per barrel, unless conjunction with ship repair active is \$0.78 per barrel. The Port of to refuse to receive wastes. Salt of 100,000 barrels or more which described to the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the same of the s	the waste is generated in ity, in which case the charge Portland reserves the right water ballast in quantities	

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO. SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES		
	to reach an oil content of ten (10) parts per million or less shall have an input rate of \$0.30 per barrel provided arrangements have been made in advance with the shipyard manager.  Overtime labor shall be billed at posted rates.	
		•

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1990	T		
ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREA	AS, MATERIALS & SUPPLIES	
8	OPERATED EQUIPMENT		
	The following operated equipment is av	vailable. Charges will	
	be made at the rates specified, plus t	the operator(s) at posted	
	straight time or overtime rates. Stra	eight-time rates shall	
	apply when the operators are on a stra	night-time operating basis	
	only, otherwise overtime rates will ap	oply. Minimum charge:	
	one hour.		
		Rate Per Hour Or Fraction Thereof	
	Gantry crane (25-ton, 45-ton and 90-ton capacity)	\$ 20.00 plus operator	
	Mobile truck crane	\$ 13.75 plus operator	
	Mobile truck crane outside	and driver \$ 27.50 plus operator	
	ship repair yard fence (except when engaged in ship repair activity)	and driver	
	Diesel motor tractor with trailer	\$ 18.00 plus operator	
	Diesel motor tractor without trailer	\$ 9.00 plus operator	
-	50-ton trailer (without tractor)	\$ 9.00	
	Forklift trucks Hi-Lift	\$ 8.00 plus operator	
	Loader	\$ 13.00 plus operator \$ 15.00 plus operator	
	Log bronc	\$ 15.00 plus operator	
	Oil skimmer in transit X-2	\$ 60.00 plus operator	
•	Oil skimmer in operation X-2	\$120.00 plus operator	
	Oil skimmer in transit X-3	\$ 30.00 plus operator	
	Oil skimmer in operation X-3 Work boat Signe I	\$ 60.00 plus operator	
_ [	work boat signe i	\$ 37.50 plus operator	
sued:		Effective:	
ne 14, 197	78	July 1, 1978	

1st Revised Page No. 305 Cancels

#### SWAN ISLAND SHIP REPAIR YARD

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TARI	FF	NO.	36
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ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
9	MACHINE TOOLS AND MISCELLANEOUS	
	The following tools are available for use in the Ship Repair	
	Yard by regular tenants of the yard. Lessee shall be responsible	
	for equipment while in his possession, and shall return	
	equipment in good condition. Any repairs necessary will be for the account of the Lessee.	
	Tor the account or the hessee.	
	Rate Per Day*	
	Or Fraction	
	Drill (radial)       \$17.00         Lathe 20 in.       35.00         Lathe 18 in.       30.00         36-inch jointer       9.00         Band saw - each       12.00         Air hammer       16.00         Large impact wrench, 2 1/2-in. drive       12.00         Motor generator set       45.00	
	* Minimum rental one (1) day	
ssued: June 14, 19	Effective: July 1, 19	7.0

1st Revised Page No. 306 Cancels Original Page No. 306

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
. 10	• SHORE AREAS	
	Shore areas for construction, repair and storage of tanks,	
	structural steel, construction equipment, etc., shall be pro-	
	vided as available at the rate of \$0.04 per square foot per	
	month or fraction thereof.	}
	month of fraction thereof.	
	# # # 	
11	MATERIAL AND CURRITEC	
1 1	MATERIAL AND SUPPLIES	
	The Port of Portland cost plus 25 percent.	
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ued:	Effective:	
une 14, 19	July 1,	1978

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 401

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TEM NO.	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
12	VESSEL CONSTRUCTION AND LAUNCH SYSTEM	
	Rates and terms for usage of the Vessel Construction and Launch System are subject to negotiation.	
	Launch System are subject to negotiation.	
sued: une 14, 197	Effec Sulv 1.	

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 501 Cancels Original Page No. 501

ITEM NO.		
13	Item Cancelled	
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Issued: June 14, 19	Effective: July 1, 1978	

#### THE PORT OF PORTLAND

Portland, Oregon 1st Revised Page No. 502

Cancels

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TARIFF NO. 36

ITEM NO.			
14	Item Cancelled		
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ssued: June 14, 19	78	Effective: July 1, 1	978

Original Page No. 601

ITEM NO.	RULES AND REGULATIONS	
15	RULES AND REGULATIONS	
15.03	TOOLS AND EQUIPMENT: Tools and equipment are available under the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.	
15.06	SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed accordingly.	
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair or damage to Port facilities resulting from vessel and/or contractor operations will	
Issued: February 9,	Effective: 1977 February 9, 1977	

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ITEM NO.	RULES AND REGULATIONS
÷	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to determine the accuracy of the subject information. All such services will be billed at cost to the vessel.
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibilty in such cases for damage to dry docks, vessel, cargo
Issued: February 9.	Effective: February 9, 1977

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 603

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Original Page No. 603

		<del></del>
ITEM NO.	RULES AND REGULATIONS	
	or other property or to persons. No weight or water ballast shall be shifted, added or removed while the vessel is in dry dock unless such change in weight is authorized in advance by the Port and an accurate record thereof is kept by the master or a person in charge.	
	Any damage to the dock or wharves or property connected therewith, caused by negligence or any other fault of the party, will be charged to the responsible party.	
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be moved or replaced by or upon the responsibility and at the expense of the vessel, and only with the consent of the Port; provided, however, that any such consent given or any assistance rendered by the Port shall in no way affect the provisions of Item 15.09 hereof, absolving the Port of Portland from responsibility for damages under the circumstances stated in said Item 15.09.	
15.21	STAGING LINES: Vessels requiring the use of the dock or wharves must furnish men to handle the vessel, warp it into and out of the dock, furnish all hauling lines, and lines to steady the vessel while on dock when so requested by the Port.	
ssued:	Effective:	
Tune 14, 197	July 1, 197	78

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ITEM NO.	RULES AND REGULATIONS	
	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.  All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.  The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's account at cost plus 25 percent.	
15.24	SCHEDULING OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:  1. A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.  2. Ocean-going vessels in active service shall have priority over vessels preparing for service or lay-up.	
ssued: Tebruary 9,	Effective:	9, 1977

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1st Revised Page No. 605 Cancels

# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS
	3. Ocean-going vessels shall have priority over river craft, barges and nonpropelled craft. Ocean-going barges running on schedule as steamship liners have the same priority as other ocean-going vessels.
	4. In no case shall a dry dock be held vacant waiting for a vessel not at berth for docking at the time the dry dock becomes available. Such a vessel will automatically lose any scheduling advantage and must reschedule.
	5. In the event that two vessels apply for docking on the same day, and it is possible to dock only one on that particular day, the ship scheduled first shall have preference, provided that all factors are equal.
	6. The Port of Portland reserves to itself the right to assign the dry dock to be made available for any vessel.  7. Nothing contained herein shall be construed as a guarantee by the Port of Portland of any dry-docking date.
15.27	OIL DISPOSAL: Vessels must make provisions that fuel oil will not be discharged while on dry dock or afloat at wharves.
	The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses, and the cost of such removal or attempt to remove such oil will constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or wharves must at all times keep the same clear of dirt and
sued:	Effective:

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# SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
	rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal.	
	All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible.	
	Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland.  Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.	

Issued:

February 9, 1977

Effective: February 9, 1977

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

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ITEM NO.	RULES AND REGULATIONS					
	Any person employed on or about any vessel who shall fail or					
	neglect to observe these rules or the orders of the Port					
	authorities, shall be subject to expulsion from the premises					
	or other remedies as provided in Port ordinances.					
	Vessels, while using wharves or docks, shall furnish and					
	display lights during the night at each end of all gangways					
ı	in use and comply with all harbor regulations.					
	Electric wiring shall not be disconnected or modified without					
	Port authorization. All electrical connections to shore					
	service must be made to the satisfaction of the Port.					
	All requirements of the "Safety and Health Regulations for					
,	Ship Repairing" as issued by the United States Department of					
	Labor and applicable regulations of other government agencies,					
	shall be adhered to by firms using the Port facilities.	•				
15.33	CONTROL OF GAS HAZARDS ON VESSELS TO BE REPAIRED: No tanker	*				
	or tank barge shall be moored at Swan Island for the specific					
	purpose of gas freeing exclusively. Vessels being repaired					
	shall be gas freed in accordance with the applicable provi-					
	sions of the "Safety and Health Regulations for Ship Repair-					
	ing" as issued by the United States Department of Labor. The					
	frequency of gas free certificates shall be in accordance with					
	U.S. Labor Standards. Compliance with National Fire Protection	į				
	Association Pamphlet No. 306 is required. When tank cleaning					
	or pumping is involved, a certified marine chemist shall					
`	designate an isolated berth as called for in the regulations					
	listed above.					
Issued: Effective:						
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ITEM NO.	RULES AND REGULATIONS			
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right is reserved to refuse dockage or berth at the dry dock plant to any vessel having on board explosives or highly volatile products, or other product or material which might create an unusual risk. No kerosene, gasoline, solvents, paints, paint thinners or other explosive or flammable materials will be allowed to remain on the docks or wharves. All such material must be stored in a manner approved by the government officials having jurisdiction.			
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility of the repair contractor to install and remove gangways and ladders for vessels on dry dock.			
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the dry dock shall move at the vessel's expense at any time they are requested to do so by the Marine Manager of the Port or his assistants. Assignment of use of yard area will be under control of the Port, and any area assigned will be subject to charges under the tariff.			
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate the dry dock upon order of the dry dock authorities whenever the dry dock is required for other work, and the dry dock authorities are authorized to remove scows and barges in such circumstances. Any costs incurred in keeping a scow or barge afloat or moored shall be payable as an additional charge.			
Issued:	Effective:			
February 9,	February 9, 1977 February 9, 1977			

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#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	<b>-</b>
15.48	SECURITY: In the interest of security, identification badges may be required for persons entering the dry dock area when considered necessary by the Port.	
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed within areas leased by the owner of said equipment, all facilities and equipment must be approved by the Marine Manager for use in the Ship Repair Yard. Speed of vehicles in the yard is limited to ten (10) m.p.h.	•
15.54	INSIDE PARKING: Parking space inside the fenced area is limited and entrance will be permitted only to cars with current gate passes. Visitors will be permitted to enter upon proper identification. Gate passes are under the control of the Marine Director, and the right to revoke passes is reserved at all times. Vehicles not properly parked will be subject to removal from the yard. Parking is permitted only in the area marked for parking.	
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence is provided for the convenience of the employees. Parking will be on a first come basis. Improperly parked cars shall be subject to such fines as are set by ordinance of the Port of Portland Commission.	
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be done on the dry docks.	

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ITEM NO.	RULES AND REGULATIONS		
15.63	FORCE MAJEURE: In the event operations are suspended by	•	
	Force Majeure and the yard cannot be used for its intended		
	purpose, the obligations of the Port shall be suspended.		
	The term "Force Majeure" means any cause not reasonably		
	within the direct or indirect control of the Port, including		
	but not limited to Acts of God, strikes, lockouts, or indus-		
	trial disturbances, act of the public enemy, war, blockade,		
	public riot, landslides, lightning, earthquakes, fire, storm,		
	flood, explosion, and judicial or governmental restraint.		
15.66	HOLD HARMLESS: The contractor and the vessel owner agree		
	jointly and severly to indemnify and save and hold harmless		
	the Port of Portland, its Commissioners, agents or employees		
	and the United States of America (Department of the Navy)		
	from and against all claims and actions and expenses inci-		
	dental to the investigation and defense thereof, based upon		
	or arising out of damages or injuries to persons or their		
·	property, caused by the fault or negligence of the contractor,		
	its agents or employees in the use or occupancy of the ship		
·	repair facilities and equipment; provided further that the		
	Port of Portland shall give to the contractor and the vessel		
	owner prompt and reasonable notice of any such claims or		
	actions and the contractor and vessel owner shall have the		
	right to investigate, compromise and defend same.		
15.69	CHANGE OF RULES: These rules and regulations are subject to		
	change when necessary in the judgement of the Port of Portland.	ļ	
Issued:	Effective:		
February 9, 1977 February 9, 1977			

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## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

15.72	DELINQUENT INVOICES: Invoices covering charges in this tariff as issued by the Port are due and payable upon presentation.	
	Any invoice issued for any charge or charges prescribed by this tariff remaining unpaid for a period of 45 calendar days after date of invoice is delinquent and shall be subject to a delinquency charge.	
	The delinquency charge of 5/6 percent per month (10 percent per year) will be charged for one month and each month thereafter, if invoice is not paid within 45 days of invoice date; provided, however, that in no event shall the delinquency charge be higher than the maximum rate permitted by law.  Invoices will be rendered for delinquency charges when these charges total \$5.00 or more. All extra expenses, including legal expense, litigation cost or costs of agents employed to effect collection shall also be assessed to, and payable by, such accounts.	

April 13, 1977

May 1, 1977

Original Page No. 611

#### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	RULES AND REGULATIONS	
16	LIMIT OF CAPACITY OF SERVICE	
	All such use shall be limited to capacity and condition of facilities beyond the accommodation of operations pertaining to vessels in dry dock. The regulatory instructions of the Marine Director and his assistants shall be complied with promptly and continuously. The right is reserved by the Marine Director and his assistants to cancel permissions given hereunder at any time and without recourse.	
·		·
ued:	Effective	<u></u>

SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

1st Revised Page No. 701

Cancels

Original Page No. 701

ITEM NO.	POSTED LABOR RATES, RULES AND REGULATIONS				
17	POSTED LABOR RATES				
	All services will be performed at the posted labor rates in effect at the time the service is performed. Current posted rates may be obtained at the Ship Repair Yard office.				
·					
	MD/P/AP				
		·			
ued: ine 14, 19	Effective: July 1, 197				

#### THE PORT OF PORTLAND SHIP REPAIR YARD TARIFF NO. 36

EFFECTIVE FEBRUARY 9, 1977

ALL PREVIOUS TARIFFS AND AMENDMENTS THERETO ARE HEREBY CANCELLED

Issued by

THE PORT OF PORTLAND A MUNICIPAL CORPORATION PORTLAND, OREGON U.S.A.

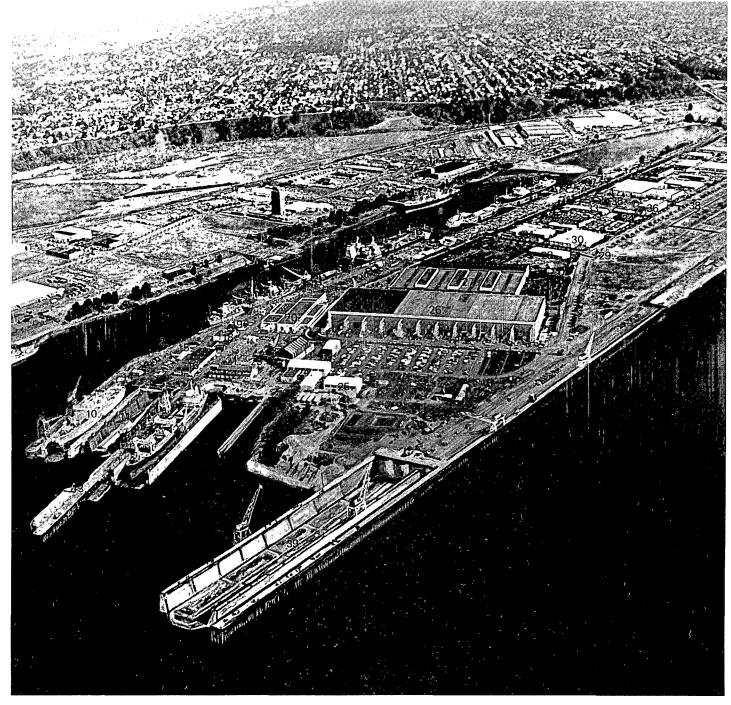
#### SWAN ISLAND SHIP REPAIR YARD

#### TARIFF NO. 36

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2.	Berth No. 302
3.	Berth No. 303
4.	Berth No. 304
5.	Berth No. 305
6.	Berth No. 306
7.	Berth No. 307
8.	Berth No. 308
9.	Top of Berm
10.	D.D. 1
11.	D.D. 2
12.	D.D. 3
13.	Pier 309

Woodbury & Co. 27. 28. Patent Scaffolding Co. 29. N. Dolphin St. 30. Diesel Service Unit Co. 31. Jacob Hamburger Co. 32. Mack Trucks, Inc. 33. Caffall Brothers, Inc. Wire Rope Corp. of America 34. 35. Freightliner 36. Lyon Van & Storage 37. Progress Electronics, Inc. 38. N. Commerce St.

## THE PORT OF PORTLAND Portland, Oregon

		<del></del>
TEM NO.	DEFINITION	
1	DEFINITION	
	The Port of Portland Swan Island Ship Repair Yard is a	
	publically-operated utility. The Port of Portland does not	
	work on vessels, but local contractors are equipped to do all	
	kinds of ship repair, dry-docking, conversion and shipbuilding.	
	Competitive bids for repair work can be readily obtained from	
	the contractors in this port. In all cases, the contract for	
	dockage is between the vessel and/or its owners and the Port	
	of Portland. This facility is a ship repair, conversion and	<u> </u>
	shipbuilding yard. Work other than these categories must be	
	authorized by the Marine Director or his assistant by special	
	written application. All bills are due and payable upon	
•	presentation.	
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ued:	Effective:	
bruary 9,	1977 February	9. 1977

## THE PORT OF PORTLAND Portland, Oregon

	T	T
ITEM NO.	METHOD OF CHARGING AND RATES	ļ
2	METHOD OF CHARGES FOR DRY-DOCKING	
2.05	LIFT DAY: The first 24 hours shall constitute the lift day	
	and shall be the minimum time used for computing charges.	
	Lift day charges accrue from the time the bow of the vessel	
	crosses over the sill of the dry dock, except that in case a	
	vessel is docked at the Port's convenience preceding commence-	}
	ment of the dry dock work, the dry dock charge shall accrue	
	from the starting of a Port work day plus that time commencing	
	from the vessel entering dry dock until such time vessel is	
	dry, or from such previous time as dry dock work is commenced.	
	In the event another vessel is waiting to go on the dry dock	
	already occupied, or about to be occupied, no delay shall be	
	permitted in docking, the first or lift day charge shall	
	accrue from the time the vessel's bow crosses the sill, or	
	from time of arrival of the waiting vessel or vessels are	
	undocked, including Saturdays, Sundays and holidays.	
2.10	LAY DAY: A lay day shall be the 24-hour period following a	
	lift day or any preceding lay day provided, however, that a	
·	lay day shall end when the vessel is undocked.	
2.15	DELAYED UNDOCKING: If undocking of a vessel is delayed for	
	the Port's convenience after the expiration of a chargeable	
·		
Issued:	Effective:	
February 9	, 1977 February	9, 1977

### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES (Cont.)
	period, the tariff charge shall accrue only to the end of such
	chargeable period. If undocking of a vessel is delayed for
	the contractor's convenience, the tariff charge shall accrue
	to the end of the dry dock work period with all additional
	time charged as idle time.
2.20	DOCKING OUT OF SCHEDULE: If a vessel is placed on dry dock
	out of time schedule for the Port's convenience, any overtime pertaining for the Port's portion of labor involved will be
	borne by the Port.
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ssued:	Effective:
February 9	

## THE PORT OF PORTLAND Portland, Oregon

1 . 1		
ITEM NO.	METHOD OF CHARGING AND RATES (Cont.)	
3	DRY DOCK RATES	
3.05	Applying on gross tonnage of vessel when officially registered.	
3.10	Vessels operated by the U.S. Government, the gross tonnages of which are not recorded, will be dry-docked at the rates listed below; tonnages to be based on those listed in the specifications subject to our verification, or actual displacement when entering dry dock.	
3.15	Oredges, Derrick Scows, Barges (nonpropelling):  Official tonnage will be used when available. Otherwise, gross tonnage to be determined by hull overall dimensions	
	thus:	
Issued:	Effective:	
		9, 1977

## THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	метно	O OF CHARGING AND RATES	(Cont.)	
	1	n x Depth divided by 100		
3.20	RATES	Lift Day	Lay Day	
	RATE A			
	Vessels having a registered gross tonnage of 1,500 tons or over	\$0.35 per registered gross ton	\$0.33 per registered gross ton	
	RATE B			
	Vessels docked on Dock 2 with gross tonnage over 12,000 tons will be			
	discounted 10 percent on above RATE A lift day and lay day charge	es.		
	RATE C			
	Vessels having a registered gross tonnage under 1,500 tons	\$2.50 per foot	\$2.19 per foot	
	Minimum time for	computing charges - one	lift day	
3.25	FRACTIONAL LAY DAY	YS: Lay days will be p	rorated in one-half	
_	days when dry doc	k work is completed in 1	less than a full lay	
ssued:			Effective:	
February 9	, 1977	,	February	9, 197

### THE PORT OF PORTLAND Portland, Oregon

## SWAN ISLAND SHIP REPAIR YARD. TARIFF NO. 36

TEM NO.	METHOD OF CHARGING AND RATES (Cont.)
3.30	CARGO: No charge will be imposed on the first 2,500 tons
	of cargo. All cargo over 2,500 tons will be charged for at
	tariff RATE A.
3.35	SERVICES INCLUDED IN DRY DOCK RATES: The above rates include
	the following facilities to the extent of availability and
	subject to the limits given. All labor at posted rates.
	1. Compressed air (contractor must make connection to
	vessel).
	2. River water pump (contractor must make connection to
	vessel).
	3. Steel skips.
	4. Concrete test blocks.
	5. Floodlights, cluster lights and plug boxes. (Damaged or
	broken equipment to be charged to the contractor at
	replacement cost plus 25 percent. Lamps not to be
	included with above equipment.)
	6. When two or more vessels are dry-docked piggyback for the
	purpose of effecting repairs and/or floating the piggy-
	back vessel or vessels, dry dock haul and lay day rates
	will apply to each vessel.
	7. Moving a vessel on blocks: Contractor will be charged
	for all labor at posted rates and any additional moves
	for labor at posted rate.
ssued:	Effective:

February 9, 1977

February 9, 1977

#### THE PORT OF PORTLAND Portland, Oregon

· mmv NO	METHOD OF CHARGING AND RATES (Cont.)	
TEM NO.		
•	8. Labor for building and placing blocks and operating dry	
	docks except that portion on overtime.	
	9. All vessels covered by Rate C for dry-docking will be	
	charged for all services received at the posted rate for	
	such services. Payment of all services used will be in	
	addition to payment in accordance with RATE C above.	
3.40	IDLE TIME ON DRY DOCK: A charge of \$0.50 per linear foot of	
	overall length per day or fraction, to the nearest dollar,	
	minimum charge \$50.00 plus the regular tariff rate for all	
	services and facilities used during the idle period will be	
	made for vessels on dry dock Saturdays, Sundays and/or holi-	
	days, if dry dock work is not performed. THE PROVISION HEREIN	
	FOR IDLE TIME RATES SHALL NOT APPLY IN THE EVENT THAT ANOTHER	
	VESSEL IS WAITING TO GO ON DRY DOCK. IN THIS CASE THE FULL	
	DRY DOCK CHARGE WILL BE APPLICABLE.	
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ssued:	Effective:	
ebruary 9,	1977	9, 197

## THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES (Cont.)
4	EXTRAS TO BE CHARGED TO THE CUSTOMER
4.05	LABOR CHARGES: Labor costs at posted rates will be charged for setting blocks, docking and/or undocking on other than regular shift and work week. The Port's regular work week is day shift, Monday through Friday, with holidays excepted.
·	A charge for the total labor at posted rates will be made when such labor is made necessary by a time engagement for convenience of a vessel, and the vessel fails to fulfill such engagement.
	A charge for total labor at posted overtime rates will be made in all cases where overtime work is performed for vessel's convenience.
4.10	EXTRA DOCK WORK: Wrecked or other vessels requiring extra or high blocking will be charged for the additional labor and material required in preparing and clearing the dock. A charge will likewise be made for all keel and bilge blocks removed and replaced as necessary to accomplish repairs.  Blocks damaged by removal to effect repairs to a vessel will be charged extra.
4.15	LIMITATION OF TIME: Vessels requiring a dry dock more than two weeks will be allowed to have the same only by special
Issued: February 9,	Effective: 1977 February 9, 1977
	repruary 9, 1977

## THE PORT OF PORTLAND Portland, Oregon

		<del></del>
ITEM NO.	METHOD OF CHARGING AND RATES (Cont.)	
·	arrangement with the Port of Portland. Request for such scheduling shall be submitted in writing.	
4.20	CHANGES: All rates and conditions herein are subject to	
	change at the discretion of the Port of Portland, but not so	
	as to increase charges on a vessel definitely engaged for dry-	<u> </u>
	docking hereunder.	
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ssued:	Effective:	
February 9	9, 1977 February	9, 1977

## THE PORT OF PORTLAND Portland, Oregon

EM NO.	METHOD OF CHARGING AND RATES (Cont.)	
5	RATES FOR AUXILIARY SERVICES	
5.05	BERTHAGE FOR REPAIRS AFLOAT: While a vessel is permitted to	
	tie at Berths 301 through 310 for the purpose of effecting	
	repairs and/or alterations, "Berthage for Repairs" and the	
	following charges shall apply:	-
	Rate: \$0.38 per linear foot overall length per 24-hour day	
	or fraction, to the nearest dollar, for the first	
	fifteen (15) calendar days, and thereafter \$0.19 per	
	linear foot overall length per 24-hour day or frac-	
	tion, to the nearest dollar. The minimum charge is	
	\$25.00 per 24-hour day or fraction thereof.	
	The foregoing berthage charge is defined to include the right	
	of repairer and his employees to limited use of the adjacent	
	pier dock, comfort facilities, pier approach, roadway, parking	
	space and all common user facilities, nonexclusively, and	
	subject to all other tariff charges for special facilities and	
	services, and subject to a preferential right of vessels in dry dock.	
5.10	WHARFAGE: While a vessel is permitted to tie at piers when	
	not under repairs, the following rate shall apply:	
ssued:	Effective:	
February 9		Q 10

#### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES (Cont.)	
	Rate: For the vessels lying idle at Berths 301 through 311, charges shall be the same as for vessels under "Berthage for Repairs," except that reduction in charges for periods over fifteen (15) calendar days will only be made for the convenience of the Port of Portland.	· .
	The foregoing wharfage charge applies for the use of the pier frontage to which the vessel is moored and permits the use of the contiguous pier for access only and permits access through the dry dock plan for vessel's personnel and ordinary stores.  This rate does not grant any rights to the use of the facilities to effect repairs to such vessel except routine work by vessel's personnel.	
5.15	VESSEL CANCELLATION: A charge for costs involved will be made if a vessel cancels a booking after vessel or vessels have been moved to clear a berth for the cancelled vessel.	
ssued:	Effective:	

## THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES (Cont.)
6	SHORESIDE DRY-DOCKING
6.05	RATE D
	SMALL VESSELS: Owners or agents applying for shoreside dry-
	docking must apply in person at the Swan Island Ship Repair
	Yard business office to make dry-docking arrangement.
6.10	DRY DOCK RATES: Waterborne vessels including tugs, pleasure
	craft and barges may be lifted out of the water for shoreside
	dry-docking or other purposes under the following provisions:
	1. Dry-docking or lift day charges \$100.00 plus \$2.00 per ton
	in excess of five-ton displacement for one crane. This
	charge is for the first hour of crane use only. Addi-
	tional crane service at tariff rates for cranes.
	2. Lay day charges will be \$20.00 per day per vessel.
	3. Undocking day charges will be crane service charges only.
	4. Displacement tonnage shall be determined by the Marine
	Manager or his assistants from the length, breadth and
	draft of the vessel, using an appropriate block coef-
	ficient.
	5. If undocking occurs during the 24-hour docking day period,
	the docking day charge only shall apply.
	6. Small vessels unloading from truck or rail car to river,
	or from river to truck or rail car, will be charged the
	same as Item 1 above.
ssued:	Effective:
February 9	9, 1977 February 9, 19

## THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	METHOD OF CHARGING AND RATES (Cont.)	
	7. Vessels whose displacement indicates weight beyond or	
	near the capacity of the available facilities to lift, or	
	vessels which may constitute a hazard will not be lifted.	
•	8. The Port of Portland assumes no responsibility for	
	safety or security of any vessel either while being	
	lifted or while on the blocks.	
	9. All blocks and rigging lines below the gantry hook,	
	spreader bars, or any other tackle of any kind are to be	
	furnished by ship repair contractors. All rigging is to	
	be done by ship repair contractors.	
	10. The Marine Director of the Port of Portland or his assis-	
	tants shall have the right to require additional cranes	
•	or to refuse to lift any vessel.	
6.15	RATE E	
	CRANE SERVICE FOR HANDLING STRUCTURAL STEEL AND EQUIPMENT,	
	ETC. PERTAINING TO SHIP REPAIR WORK: For crane service	
	handling structural steel, equipment, etc. from or to truck,	
	rail, barge or storage, the following rates will apply. For	
	loads of less than ten (10) tons, regular tariff rate. For	
	loads in excess of ten (10) tons, the rate of \$100.00 plus	
	\$2.00 per ton in excess of ten tons for each lift. This	
	charge to cover the first hour, after which regular crane	
	rates will apply.	
ssued:	Effective:	
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### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS,	MATERIALS & SUPPLIES	
7	SERVICES		
	The following services are available to t		
	capacity. Charges will be made at the ra	<b>!</b>	
	tion of the services is the responsibilit	ty of the contractor.	
		Rate per hour or fraction	
7.05	COMPRESSED AIR - PER CONTRACTOR	(Minimum charge one hour)	
	One ship or operation using air Two ships or operations using	·	
	air - each Three or more ships or operations	\$ 4.67	
	using air - each	\$ 3.50	
7.10	STEAM SERVICE PER CONTRACTOR	(Minimum charge eight hours)	
	Sufficient notice must be given for placing plant on the line		
	One ship or operation using steam	\$10.00	
7.15	ELECTRICITY		
	First 5,000 KWH or less, per ship or operation	\$0.044 per KWH or \$1.00 minimum	
	Second 5,000 KWH and over, per ship operation	\$0.0315 per KWH	
	·		
Issued:	<u> </u>	Effective:	
February 9	, 1977	February 9,	19

## THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
7.20	HEAVY UNIT TRANSFER: Any heavy unit of fabrication, modules,	
	boats, etc., transported through the shipyard by rail, lowboy,	
	rollers, skids, etc., for transshipment shall bear a facility	
i	use charge of \$10.00 per ton of 2,000 pounds.	
7.25	WATER	
	City water \$0.47 per 1,000 gals.	
•	Minimum charge \$3.00	
	River water pump operation \$3.00/hour or fraction	
7.30	GAS-OXYGEN SYSTEM: Natural gas shall be billed, based on the	
	meter readings, and rates set by P.U.C. Oxygen shall be	į.
	billed at the rate of \$0.85 per hundred cubic feet. Oxygen	
	consumption will be determined by dividing gross oxygen con-	
	sumption proportional to the amount of gas used by any one	
	contractor.	
7.35	RECEIPT OF OILY WASTE: Charge for receipt of oil-water mix-	
	tures is \$2.50 per barrel, unless the waste is generated in	
	conjuncion with ship repair activity, in which case the charge	
	is \$0.75 per barrel. The Port of Portland reserves the right	:
	to refuse to receive wastes. Salt water ballast in quantities	
	of 100,000 barrels or more which does not require heating	
· · · · · · · · · · · · · · · · · · ·		
lssued: February 9	Effective: , 1977 February	9 1077
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### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUI	PPLIES
	to reach an oil content of ten (10) parts per million or	İ
	shall have an input rate of \$0.25 per barrel provided an ments have been made in advance with the shipyard manage	
	Overtime labor shall be billed at tariff rates.	
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### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES
8	OPERATED EQUIPMENT
	The following equipment is available fully operated. Charges
	will be made at the rates specified, plus the operator (truck
	crane operator and driver) at posted rate. Straight time or
	overtime as applicable. Straight-time rates shall apply when
	the operators are on a straight-time operating basis only,
	otherwise overtime rate will apply. Minimum charge: one hour.
	Rate Per Hour Or Fraction Thereof
	Gantry crane (45-ton and 90-ton \$15.00 plus operator capacity)
	Gantry crane furnished with \$ 0.00 plus operator dry dock
	Mobile truck crane \$ 7.50 plus operator
	Mobile truck crane outside \$15.00 plus operator ship repair yard fence (except when engaged in ship repair activity)
	Bridge crane (shop) \$ 3.00 plus operator
	Diesel motor tractor with \$10.00 plus operator trailer
	Diesel motor tractor without \$ 5.00 plus operator trailer
	Chevrolet dump truck \$ 3.50 plus operator
į	Forklift trucks \$ 5.00 plus operator
į	150-ton hydraulic press \$ 4.00 plus operator
]	8" by 20" power plant \$ 5.00 plus operator
ł	Hi-Lift \$10.00 plus operator
	TD-14 tractor \$10.00 plus operator
	Log bronc \$10.00 plus operator Oil Skimmer in transit X-2 \$40.00 plus operator
j	Oil Skimmer in operation X-2 \$80.00 plus operator
	Oil Skimmer in transit X-3 \$20.00 plus operator
	Oil Skimmer in operation X-3 \$40.00 plus operator
	Work Boat Signe I \$25.00 plus operator
Issued:	Effective:
February 9,	1977 February 9, 1977

## THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MA	TERIALS & S	SUPPLIES	
9	MACHINE TOOLS AND MISCELLANEOUS			
	The following tools are available for use i	n the Ship	Repair	
	Yard by regular tenants of the yard. Lesse	e shall be	responsible	
	for equipment while in his possession, and	shall retur	n equip-	
	ment in good condition. Any repairs necess	ary will be	for	
	the account of the Lessee.			
		Rate Per Or Fract		
	Drill (upright)	\$0.50	:	
i	Drill (radial)	\$3.00		
ł	Lathe 27 in.	\$3.00	j	
1	Lathe 20 in.	\$2.50	ì	
İ	Lathe 18 in.	\$2.50		
!	Shaper (24 in.)	\$3.00		
j	Thread Machine (pipe 7 bolt - 2 in.)	\$3.00 \$2.00		
İ	Power Hacksaw Blacksmith forge and power hammer	\$5.00		
· · · · · · · · · · · · · · · · · · ·	36 inch Jointer	\$2.50		
	Band saw - each	\$3.00		
	Air hammer	\$2.00		
	50-ton trailer (without tractor) Floodlights, cluster lights, plus boxes, electrical cable (each	\$5.00		
	50-ft. length), etc each	\$0.50		
	(Lamp globes not included with above lights)			
	Steel skips - each	\$0.50	I	
	Concrete test blocks - each	\$2.00	į	
	Large impact wrench, 2 1/2 in. drive		(\$50 min.)	
			per week	
		\$300.00	per month	
			Ì	
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ssued:			Effective:	
February 9,	.977		February	9, 197

#### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	SERVICES, EQUIPMENT, TOOLS, SHORE AREAS, MATERIALS & SUPPLIES	
10	SHORE AREAS	
	a the same of topics	
	Shore areas for construction, repair and storage of tanks,	
	structural steel, construction equipment, etc., shall be pro- vided as available at the rate of \$0.03 per square foot per	
	month or fraction thereof.	
	MONTH OF Fraction thereof.	ı
	# # #	
11	MATERIAL AND SUPPLIES	
		·
	The Port of Portland cost plus 25 percent.	
sued:	Effective:	
February 9	, 1977 February	9, 197

### THE PORT OF PORTLAND Portland, Oregon

## SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.	B	ARGE CONSTRUCTION AND LAUNCH SYSTEM	
12	В	ARGE CONSTRUCTION AND LAUNCH SYSTEM	
	Gross tonnage	will be determined by hull dimensions and house	
	dimensions the	ıs:	
	(Over	all Length x Beam x Depth) - 10 Percent	
		12	
12.05	Launching ope:	rations, block building and transfer operations	
	will be charge	ed at Ship Repair Yard posted rates. Maximum	
•	billing for d	ry dock use for launching will be three days.	
	All expenses	incurred in shifting No. 3 Dry Dock to launch	
	position will	be borne by the contractor. These rates do not	
	include labor	, materials or any other item covered elsewhere	
	in this Tarif	f.	
	Rate A:	Vessels having a computed gross tonnage of	
		4,800 tons or more shall pay \$.05 per ton per	
		day.	
	· Rate B:	Vessels less than 4,800 tons shall pay \$240.00	
	,	per day.	
	Rate C:	When vessels are not being assembled on site or	
		are not set on the launching ways, but are	
		being constructed in an adjacent area, the	
		charge for land area will be \$.002 per square	
		foot per working day, if available.	

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## THE PORT OF PORTLAND Portland, Oregon

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ITEM NO.	BARGE CONSTRUCTION AND LAUNCH SYSTEM	
	Rates include nonexclusive use of assembly site extending 50	
	feet to either side of the barge, transfer footings, rollers	
	and carriage and cribbing for receipt of barge on dry dock.	
	Area needed for prefabrication will be charged as per Rate C	
	above. All prefabrication areas shall be assigned as need	
	arises.	
	The way time will be charged for each working day from starting	
	date of erection of barge on ways to launch date.	
	All scheduling will be adjudicated in accordance with this	
	tariff. Contractors are advised to check with the dry dock	
	office prior to bidding to check on facility availability and	
	interpretation of this section.	
	A nonreturnable and nontransferable deposit of 50 percent	
	must accompany future barge-building schedules to verify its	
	position on the booking list. This excludes expenses that	
	would occur on dry dock preparation, such as special blocking	
	and shifting on dry dock.	
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## THE PORT OF PORTLAND Portland, Oregon

TEM NO.	DISCOUNTS ON LONG-TERM REPAIRS AND DI	RY-DOCKING		
13	DISCOUNT ON LONG-TERM REPAIRS			
	Charges for services furnished to each vesse	el under repairs		
	at the berths will be subject to the discoun	nts as listed below.		
	Services to be used in calculation of these	charges will include		
	actual use of berthage, wharfage, compressed	d air, steam, elect-		
	ricity, water, cranes and miscellaneous por	table equipment		
	used in conjunction with such vessel repairs	s (labor is excluded.)		
	Total charges up to \$50,000.00	No discount		
	Charges between \$50,000.00 and \$75,000.00	5 percent off		
	Charges between \$75,000.00 and \$100,000.00	15 percent off		
	All charges over \$100,000.00	25 percent off		
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#### THE PORT OF PORTLAND Portland, Oregon

	DIGGOVING ON LONG MEDIN DEDITING AND DRY DOGUTING	
ITEM NO.	DISCOUNTS ON LONG-TERM REPAIRS AND DRY-DOCKING	
14	DISCOUNT ON LONG-TERM DRY-DOCKINGS	
	When dry dock charges under RATES A or B exceed \$100,000.00	
	for one vessel during one repair or conversion, the dry dock	
	charges under RATES A or B exceeding \$100,000.00 will be	
	discounted by 20 percent.	
	Discounts of up to 20 percent on dry-docking of several vessels	
	under multiple-ship contracts may be negotiated upon submittal	
	of request to the Port of Portland.	
	Discounts shall apply only to original bid items. Extras will	
•	not be eligible for discount.	
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sued:	Effective: February	

#### THE PORT OF PORTLAND Portland, Oregon

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ITEM NO.	RULES AND REGULATIONS	
15	RULES AND REGULATIONS	
15.03 15.06	TOOLS AND EQUIPMENT: Tools and equipment are available under the terms of the tariff. Any disputes between contractors arising over use of cranes or other Port equipment will be referred to the Yard Manager. In all cases, the decision of the Yard Manager or his assistant will be final.  SERVICES: Port must be notified at the start and completion of services required. When service hoses are connected to a vessel, it is assumed they are in use and will be billed	
	accordingly.	
15.09	APPLICATION - RESPONSIBILITY: The dry docks and other facilities are available to vessels under provisions of the tariff, rules and regulations, only after regular form of application has been signed by an authorized person on behalf of the vessel and owners. When any vessel is docked or berthed and a contractor is engaged and undertakes work upon said vessel, such contractor and his or their agents and/or employees shall, under no circumstances, be regarded as the agent of the Port of Portland, and the Port of Portland assumes no responsibility for damages to the vessel or cargo by reason of any act committed by such contractor or his agents and/or employees, and it is expressly stipulated that the Port of Portland is wholly absolved therefrom. Repair of damage to Port facilities resulting from vessel and/or contractor operations will	
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#### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	RULES AND REGULATIONS (Cont.)
	be the responsibility of the contractor, and payment for such repairs will be due and payable when billed to the contractor.
15.12	SERVICES OF NAVAL ARCHITECT: When determined necessary by the Marine Director or his assistant, the services of a Naval Architect will be retained for determining the suitability and/or method of dry-docking vessels where weight distribution or stability problems are thought to exist. Such services, when considered necessary, will also be used for observation during dry-docking to assure that the operating limits of the facilities are not exceeded. If the subject information is furnished to the Port of Portland by a contractor, the Marine Director or his assistant may engage a third party to determine the accuracy of the subject information. All such services will be billed at cost to the vessel.
15.15	TRIM OF VESSEL - ASSUMPTION OF RISKS: Draft readings of vessels scheduled for dry-docking shall be reported to the Dockmaster prior to vessels entering dry dock, allowing ample time necessary to make weight calculations. A vessel to be docked must be put on an even keel abeam and trimmed so that the difference in fore and aft trim shall not exceed eight feet. Wrecked vessels, vessels out of trim and vessels docked with cargo aboard or with ballast logs alongside are taken at the vessel's risk. The Port of Portland assumes no responsibility in such cases for damage to dry docks, vessel, cargo
Issued: February 9,	Effective: 1977 February 9, 1977

### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	RULES AND REGULATIONS (Cont.)	
	or other property or to persons. No weight for water ballast	
	shall be shifted, added or removed while the vessel is in dry	
	dock unless such change in weight is authorized in advance by	
	the Dockmaster and an accurate record thereof is kept by the	
	master or a person in charge.	
	Any damage to the dock or wharves or property connected there-	
	with, caused by negligence or any other fault of the party,	
	will be charged to the responsible party.	
15.18	MOVING BLOCKS: Keel and bilge blocks, shores, etc., must be	
	moved or replaced by or upon the responsibility and at the	i
	expense of the vessel, and only with the consent of the dry	
	dock authorities; provided, however, that any such consent	
	given or any assistance rendered by the dry dock authorities	
	or any representatives of the Port of Portland shall in no	
	wise affect the provisions of Rule 3 hereof, absolving the	}
	Port of Portland from responsibility for damages under the	
	circumstances stated in said Rule 3.	
15.21	STAGING, LINES: Vessels requiring the use of the dock or	
	wharves must furnish men to handle the vessel, warp it into	
	and out of the dock, furnish all hauling lines, and lines to	
	steady the vessel while on dock when so requested by the	
	Dockmaster.	
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### THE PORT OF PORTLAND Portland, Oregon

TEM NO.	RULES AND REGULATIONS (Cont.)	
TEM NO.	Available wheel staging for the use of the vessel while on the dock will be furnished by the dock on application.  Vessels will be required to furnish all ropes for hanging stages. No ropes or chains of any kind will be furnished by the Port. Vessels or contractors may bring their own staging to the dock, but must remove the same from dock and wharves upon completion of work.  All staging, gear and materials of all kinds shall be removed from the dry dock or secured where ordered before the vessel will be undocked.  The user will be responsible for all damage to wheel staging while assigned for his use. Repairs will be made by the user when ordered, or will be made by the Port for the user's	
15.24	scheduling OF VESSELS: Vessels will be scheduled for dry-docking in order of the date applied for, except that:  1. A vessel certified in writing by the American Bureau of Shipping or other qualified marine surveyors as being in an unsafe condition and in immediate need of dry-docking shall have priority over all others.  2. Ocean-going vessels in active service shall have priority over vessels preparing for service or layup.	
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#### THE PORT OF PORTLAND Portland, Oregon

NO.	RULES AND REGULATIONS (Cont.)	
	<ol> <li>Ocean-going vessels shall have priority over river craft, barges and nonpropelled craft.</li> <li>In no case shall a dry dock be held vacant waiting for a vessel not at berth for docking at the time the dry dock becomes available. Such a vessel will automatically lose any scheduling advantage and must reschedule.</li> <li>In the event that two vessels apply for docking on the same day, and it is possible to dock only one on that particular day, the ship scheduled first shall have preference, provided that all factors are equal.</li> <li>The Port of Portland reserves to itself the right to assign the dry dock to be made available for any vessel.</li> <li>Nothing contained herein shall be construed as a guarantee by the Port of Portland of any drydocking date.</li> </ol>	
15.27	by the Port of Portland of any drydocking date.  OIL DISPOSAL: Vessels must make provisions that fuel oil will not be discharged while on dry dock or afloat at wharves.  The Port of Portland reserves the right to remove oil discharged in violation of this rule by any means it chooses, and the cost of such removal or attempt to remove such oil will	
	constitute a charge against the vessel in addition to the dock dues. Vessels and contractors will be held responsible for acts of their employees.	
15.30	SAFETY MEASURES AND SANITATION: Vessels using the dock or wharves must at all times keep the same clear of dirt and	
ed: bruary 9	Effective:	

#### THE PORT OF PORTLAND Portland, Oregon

### SWAN ISLAND SHIP REPAIR YARD TARIFF NO. 36

ITEM NO.

RULES AND REGULATIONS (Cont.)

rubbish. After a vessel is undocked, the dry dock must immediately be cleaned of sand and all debris. Piers and wharves must be cleared at all times of equipment and debris to facilitate the movement of fire equipment. In the event of noncompliance, the dry dock authorities are authorized to remove, or have removed, any obstructing materials, and to charge the custodian or owner thereof the costs of removal.

All sanitary discharge overboard lines on the vessel shall be locked up or fastened securely and not used while the vessel is in the dry dock, unless such lines are installed in conformance with dry dock regulation. In the event of any infractions of this rule, both the vessel and the owners and/or contractors shall be held responsible.

Smoking or open flame may be declared a hazard in any area at any time and be strictly prohibited by the Port of Portland. Vessels, their agents and contractors must enforce this rule upon their own employees. In the event of failure of the vessel or contractor to control their employees in this respect, the Port of Portland will take such action as it deems necessary for the safety of the plant. The expense of extra guards or other provision necessary to overcome negligence of the employer in this respect will be chargeable to the vessel and collected as a part of the service charges.

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### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	RULES AND REGULATIONS (Cont.)	
	Any person employed on or about any vessel who shall fail or	
	neglect to observe these rules or the orders of the dry dock	
	authorities, or shall use profane or indecent language, or	
	otherwise render himself obnoxious, shall be immediately	
	discharged and shall not again be allowed upon such vessel	
	while in the dock or at the wharves of the Port of Portland.	
	Vessels, while using wharves or docks, shall furnish and	
	display lights during the night at each end of all gangways in	
	use and comply with all harbor regulations.	
	Electric wires must not be interfered with under any cir-	
	cumstances. All electrical connections to shore service must	
	be made to the satisfaction of the dry dock authorities.	
	All requirements of the "Safety and Health Regulations for	
	Ship Repairing" as issued by the United States Department of	
	Labor and applicable regulations of other government agencies,	
	shall be adhered to by firms using the Port of Portland facili-	
	ties.	
15.33	GAS FREEING: No tanker or tank barge shall be moored at Swan	
	Island for the specific purpose of gas freeing exclusively.	
	Vessels being repaired shall be gas freed in accordance with	
	the applicable provisions of the "Safety and Health Regulations	
	for Ship Repairing" as issued by the United States Department	
	of Labor. The frequency of gas free certificates shall be as	
	determined by U.S. Labor Standards.	
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### THE PORT OF PORTLAND Portland, Oregon

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ITEM NO.	RULES AND REGULATIONS (Cont.)	
15.36	STORING SUPPLIES - EXPLOSIVES AND COMBUSTIBLES: The right is	
	reserved to refuse dockage or berth at the dry dock plant to	
	any vessel having on board explosives or highly volatile	
	products, or other product or material which might create an	
	unusual risk. No kerosene, gasoline, solvents, paints, paint	
	thinners or other explosive or flammable materials will be	
·	allowed to remain on the docks or wharves. All such material	
	must be stored in a manner approved by the government officials	
	having jurisdiction.	
15.39	GANGWAYS FROM SHIP TO SHORE: It will be the responsibility of	
	the repair contractor to install and remove gangways and	
	ladders for vessels on dry dock.	
15.42	WHARVES AND YARD AREA: Vessels lying at the wharves of the	
	dry dock shall move at the vessel's expense at any time they	
	are requested to do so by the Marine Manager of the Port or	
	his assistants. Assignment of use of yard area will be under	
	control of the Port, and any area assigned will be subject to	
	charges under the tariff.	
15.45	SCOWS AND BARGES MUST VACATE: Scows and barges shall vacate	
	the dry dock upon order of the dry dock authorities whenever	
	the dry dock is required for other work, and the dry dock	
	authorities are authorized to remove scows and barges in such	
	circumstances. Any costs incurred in keeping a scow or barge	
	afloat or moored shall be payable as an additional charge.	
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### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	RULES AND REGULATIONS (Cont.)	
15.48	SECURITY: In the interest of security, identification badges	
	may be required for persons entering the dry dock area when	
	considered necessary by the Port.	
15.51	EQUIPMENT ON PORT PREMISES: Except for equipment installed	1
	within areas leased by the owner of said equipment, all facili-	İ
	ties and equipment must be approved by the Marine Manager for	
	use in the Ship Repair Yard. Speed of vehicles in the Yard is	
	limited to ten (10) m.p.h.	
15.54	INSIDE PARKING: Parking space inside the fenced area is	
	limited and entrance will be permitted only to cars with	
	current gate passes. Visitors will be permitted to enter upon	<u> </u>
	proper identification. Gate passes are under the control of	
	the Marine Director, and the right to revoke passes is reserved	
	at all times. Vehicles not properly parked will be subject to	
	removal from the Yard. Parking is permitted only in the area	
	marked for parking.	
15.57	OUTSIDE PARKING: The lighted parking lot outside the fence is	
	provided for the convenience of the employees. Parking will	
	be on a first come basis. Improperly parked cars shall be	
	subject to such fines as are set by ordinance of the Port of	
	Portland Commission.	
15.60	MOBILE EQUIPMENT: No servicing of mobile equipment will be	
•	done on the dry docks.	
ssued:	Effective:	<del></del>
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### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	RULES AND REGULTIONS (Cont.)	
15.63	FORCE MAJEURE: In the event operations are suspended by Force	
	Majeure and the Yard cannot be used for its intended purpose,	
	the obligations of the Port shall be suspended. The term	
	"Force Majeure" means any cause not reasonably within the	
	direct or indirect control of the Port, including but not	
	limited to Acts of God, strikes, lockouts, or industrial	
	disturbances, act of the public enemy, war, blockade, public	
	riot, landslides, lightning, earthquakes, fire, storm, flood,	
	explosion, and judicial or governmental restraint.	
15.66	HOLD HARMLESS: The contractor and the vessel owner agree	
	jointly and severly to indemnify and save and hold harmless	
	the Port of Portland, its Commissioners, agents or employees	
	and the United States of America (Department of the Navy) from	
	and against all claims and actions and expenses incidental to	
	the investigation and defense thereof, based upon or arising	
	out of damages or injuries to persons or their property,	
	caused by the fault or negligence of the contractor, its	
	agents or employees in the use or occupancy of the ship repair	
	facilities and equipment; provided further that the Port of	
	Portland shall give to the contractor and the vessel owner	
	prompt and reasonable notice of any such claims or actions and	
	the contractor and vessel owner shall have the right to inves-	
	tigate, compromise and defend same.	
15.69	CHANGE OF RULES: These rules and regulations are subject to	
	change when necessary in the judgement of the Port of	
	Portland.	
ssued:	Effective:	
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#### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	RULES AND REGULATIONS (Cont.)	
16	LIMIT OF CAPACITY OF SERVICE	
	All such use shall be limited to capacity and condition of	
	facilities beyond the accommodation of operations pertaining	
	to vessels in dry dock. The regulatory instructions of the	
	Marine Director and his assistants shall be complied with	
	promptly and continuously. The right is reserved by the	
	Marine Director and his assistants to cancel permissions given	
	hereunder at any time and without recourse.	
•	nereunder at any time and without recourse.	
ssued:	Effective:	
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#### THE PORT OF PORTLAND Portland, Oregon

ITEM NO.	POSTED LABOR RATES,	RULES AND REGULATION	ONS
17	POSTED LABOR RATES A	AT TIME OF PUBLICATI	ION
	SHIP REP	PAIR YARD	
		PER HO	DUR
	••	Straight	Overtime
	Dock Master	\$19.10	\$34.89
	Assistant Dock Master	17.10	31.19
	Electrician Foreman	19.10	34.89
	Machinist Foreman	18.90	34.53
	Carpenter Foreman	18.05	32.94
	Crane Operator	16.82	30.66
	Carpenter	16.61	30.27
	Electrician	16.61	30.27
	Machinist	16.61	30.27
	Rigger	16.61	30.27
	Utility Man	16.17	29.46
	Dock Attendant	16.19	29.49
	Guard	15.71	28.59
	Janitor	15.71	1
	Crane Oiler	16.29	28.59
	Apprentice Machinist		29.69
	Apprentice Machinist	14.10	25.62
	mhana matan inaluda manating		
	These rates include vacation,		
	leave provisions, etc., and we		
	printing. All services will b		
	rates in effect at the time th	* * * * * * * * * * * * * * * * * * * *	1
	posted rates may be obtained a	t the Ship Repair Y	ard office.
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